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CONCILIATION AND ARBITRATION SERIES

TRADE AGREEMENTS
1927



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Preface

Since 1912 the United States Bureau of Labor Statistics has made an effort to collect copies of the more important written agreements made between organized labor and its employers. Extracts from these agreements have been gathered into bulletins, of which three, Nos. 393, 419, and 448, covering the years 1923-24, 1925, and 1926, respectively, have been issued.

This is the fourth bulletin in the series and consists of collective agreements made during the year 1927. No agreement given in a former bulletin is here repeated; but where no 1927 agreement in a given trade has been available reference is made to an earlier bulletin in which an agreement in the trade referred to is given.

The extracts given are not reprints of those which have appeared in the *Labor Review*, though several of the agreements printed in this bulletin have already appeared in the *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, one or two agreements typical of each trade are given nearly in full, followed by extracts from other agreements containing additional matters. An effort has been made to include agreements of local unions not hitherto represented in this series. As a rule wage provisions have been omitted, union wage rates being given in detail in a separate bulletin published by the Bureau of Labor Statistics.

Since many locals insert in their constitutions or by-laws certain requirements mentioned in the constitution of the international body, it occasionally happens that the observance of the by-laws by an employer is the only agreement required. Some agreements require the employer to observe the rules (see pp. 35, 50), by-laws, or constitution of the union (see p. 136), though occasionally such observance is not required (see pp. 44, 90).

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BULLETIN OF THE U. S. BUREAU OF LABOR STATISTICS

NO. 468

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DECEMBER, 1928

TRADE AGREEMENTS IN 1927

THERE is no uniform method of making trade agreements. The less formal are made by a local and presented to employers for acceptance. Others are made by the national officers of the union, by delegates, by large sections of the unions, by district councils, 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 a local made in general meeting as to what it desires to have inserted in the next agreement. In some cases, a local is not permitted 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. Any unobjectionable employer (see p. 44) may become a party to the agreement by signing it.

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. Indeed, some agreements remain practically unchanged for years.

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, where required, sent to the national officers for their approval. (See p. 145.) At the same time the agreement is examined by the employers, where it has been drawn up by a joint committee representing both employees and employers, and its final wording is often a compromise between the two parties. If satisfactory the agreement is signed by the individual employer or by some one designated by the employers if they act collectively.

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 instances, 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. (See p. 179.) Sometimes the agreements are posted on the walls of the shop. (See p. 200.)

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 naturally vary with the different unions. (See p. 207.)

Such forms also serve as models for locals which print their own agreements.

From these various printed copies and a few typewritten copies, made when the agreement has not been printed, the present bulletin has been prepared.

General Provisions

Although there are but few provisions common to all agreements, their general object is the same. Several subjects of a similar character are to be found in the various agreements. In order to avoid undue repetition there has been placed at the head of each subject considered in this bulletin a summary of several provisions common to all the agreements of the class. An outline of the general contents of agreements, with page references to illustrative cases, is here given.

Following the heading is frequently a preamble stating the object and purpose of the agreement (see p. 36), often with a consideration stated (see p. 115).

Union Membership

Most agreements provide for a union shop where all the workers are members of the union (see p. 100) or in good standing with it (see p. 49). Membership in the union is evidenced by the possession of a membership card properly filled out. (See p. 46.)

An employer is often required to hire his employees through the union office direct (see p. 82) and to take any capable skilled workman sent, though at times it is expressly stated that he may choose his employees (see p. 37) or determine their competency (see p. 148), in which case it is the duty of the employer or shop steward (see p. 96) to see that only union men are hired.

A new employee thus hired may be discharged by the employer at any time within two weeks (see p. 82), but thereafter only on notice of from one (see p. 85) to two (see p. 184) weeks and for cause only (see p. 71), a provision that sometimes applies likewise to all old employees (see p. 82). Under the circumstances the union agrees to maintain a regular office open at stated hours (see p. 25) and to furnish employers with skilled help capable of doing the work satisfactorily (see p. 147).

If an employer calls for help at a time when all members of the union are at work, and receives none, he is generally permitted to obtain his needed additional help from any other source possible (see p. 100) until the union is able to furnish the men desired (see p. 92). Generally employees thus hired must secure permit cards from the union before going to work (see p. 21) and must join the local (see p. 197) immediately (see p. 100), at its next meeting (see p. 11), within 2 days (see p. 201), 1 week (see p. 101), 2 weeks (see p. 96), or within 30 days (see p. 138). In one case the employer is permitted to hire anyone under the circumstances whether a union man or not. (See p. 37.)

In case a nonunion employee hired under such circumstance neglects (see p. 138) to join the union within the time specified or is deemed unsatisfactory (see p. 201) by the union or for any other reason, his services are to be dispensed with by the employer as soon as a union man can be found to take his place (see p. 37).

Some agreements do not require employees to be members of the union but call for a preferential union shop only; that is, one in which union men are employed in preference to nonunion. (See pp. 98, 128.)

To look after union interests in each shop, a shop committee (see p. 108), shop chairman (see p. 72), or shop steward (see p. 57) is elected by the employees (see p. 43) or appointed by the business agent (see p. 204) or other union official.

Employees are directed to aid their employers in every way (see p. 109) and to practice no acts of discrimination against them (see p. 197) or to limit production (see p. 37). They are, however, not required to work on prison-made material (see p. 26) nor do any work not claimed by the union (see p. 11). Occasionally the use of a time clock is forbidden. (See p. 30.) Generally, employers are not to discriminate against union employees. (See p. 96.)

The business agent (see p. 27) or other officer of the union (see p. 82) may enter a union shop at any time to see that the terms of the agreement are being properly observed (see p. 74), that the sanitation and safety terms of the agreement are carried out (see p. 82), or to confer with the union representatives (see p. 56), or to settle differences (see p. 96).

Generally foremen and superintendents are required to be practical workmen (see p. 39) though often forbidden to do journeyman's work (see p. 70). Since they are supervisory officials (see p. 128) representing the contractors or employers (see p. 55) they are frequently not required to become members of the union (see p. 96). However, such requirement is occasionally made (see p. 54) of them especially when they do the work of journeymen (see p. 75). When required to be members of the union they are usually not amenable to union discipline for acts done as foremen (see p. 133); but occasionally they are (see p. 56.)

Sometimes a member of a firm (see p. 77) is not allowed to do the work of a journeyman in his own establishment unless he is a member of the union and is observing the rules as laid down in the agreement. Frequently, however, one such member is allowed so to do (see p. 211) but more than one (see p. 30) or two (see p. 94) must join the union.

In some cases journeymen are not allowed to act as contractors (see p. 108) unless they withdraw from the union (see p. 33). They are forbidden to work for other than a regular contractor (see p. 61) who has a legitimate place of business (see p. 58). Work to be given out to be done at home is occasionally forbidden. (See p. 79.)

Women taking the place of men receive the same wages as the men receive for the same class of work. (See p. 11.)

Hours of Work

Hours of work are usually stated in the agreement (see p. 147) which also frequently specifies the exact hours of beginning and ending work and the period to be allowed for the noonday meal. (See pp. 17, 98.)

The 8-hour day is very generally observed (see p. 9), as will appear in the agreements that follow. The 44-hour week is practically

the rule in several trades (see p. 17), notably the building (see p. 26), the clothing (see p. 82), longshoremen (see p. 97), metal (see p. 104), and job shops in the printing trade (see p. 127).

There are instances of a 9-hour day (see p. 21), a 56-hour week (see p. 203), an 8½-hour day (see p. 107), a 47½-hour week (see p. 92), and a 46½-hour week (see p. 76), but the general tendency is in the direction of shortening the working hours. There are several instances of a 40-hour week worked in 5 days all the year round (see p. 70) or for part of the year (see p. 109). In one agreement four hours is a day's work on Sundays and holidays. (See p. 149).

Six days almost invariably make a week (see p. 94), though instances of a 7-day week exist (see p. 207). Sunday is usually observed as the weekly day of rest (see p. 71), though in continuous industries any day may be so observed (see p. 187).

In several industries the men are allowed five minutes to wash (see p. 109) and to clean up around the machines (see p. 23).

State and municipal holidays are frequently observed by unions as rest days. (See p. 203.) Some unions observe every holiday (see p. 97), while others observe but a few (see p. 148). Unions composed largely of Jews observe the Jewish holidays. (See p. 13.) Work on Labor Day is generally forbidden (see p. 55), except in case of necessity (see p. 45).

As a rule men are not paid for a holiday when no work is performed. (See p. 129.) In some cases, however, all holidays (see p. 132) are paid for; in others, a few (see p. 73).

Vacations with pay are permitted by some agreements. Generally 1 week is given (see p. 101) or 10 days (see p. 154) often after 1 year of service (see p. 68).

Work performed before the regular opening hour or after the regular closing hour is considered overtime and is generally paid for at an increased rate (see p. 97), usually at time and a half (see p. 85), though in most of the building trades (see p. 47) and in several others (see p. 103) the overtime rate is double time. Work done on Sundays and holidays is generally done at the double-time rate. (See p. 142.)

In a few cases where it is necessary to work overtime in order to finish an emergency job straight-time rate is paid for the first hour (see p. 179) or hour and a half (see p. 48). A few cases exist where all overtime work is performed at the straight rate. (See p. 161.)

Certain lines of work are paid for at an overtime rate, as work done on a building more than 100 feet high (see p. 30), work dangerous in character (see p. 98), or work on sweeper cars and snowplows (see p. 185).

In some unions the time-and-a-half rate prevails as the overtime, Sunday, and holiday rate (see p. 108); in other unions the double-time rate (see p. 57). Sometimes the provisions are time and a half for the first 2½ (see p. 44), 3 (see p. 141), 4 (see p. 132), or 12 (see p. 126) hours of overtime and double time thereafter, or time and a half before and double time after midnight (see p. 34). In one agreement time and a half is required for 4 hours, then double time for 4 hours, and triple time for the next 4 hours. (See p. 142.) In another time and a quarter is required for 3 hours and time and a half thereafter. (See p. 205.) In one case pieceworkers receive 15

per cent extra. (See p. 23.) Sometimes the overtime rate is charged on the minute basis (see p. 154), sometimes on the 15-minute (see p. 116) or half-hour basis (see p. 209), or actual time (see p. 140).

In continuous operations and in trades where night work exists regularly or the employees work in shifts overtime rates do not apply. (See p. 44.) Instead there is often a separate scale prepared calling for either a slight increase in wages over the day scale (see p. 126) or a decrease in the number of hours worked per shift (see pp. 65, 106, 140).

Overtime work is generally opposed by the unions, and many provisions are made to reduce its amount. In some cases no overtime work (see p. 75) is allowed until the union officials have been notified and permission granted by them (see p. 211). Overtime work is frequently directed to be equally distributed among the employees. Night work and Sunday work are occasionally forbidden. (See p. 101.) In one case no overtime is permitted in a shop where vacancies for workers exist (see p. 78), in another where any members of the union are unemployed (see p. 75), and in another on nights when shop meetings are held (see p. 106). Sometimes the amount of overtime is limited to 8 (see p. 142) or 10 (see p. 96) hours a week or to 1 (see p. 78) or 2 hours a day (see p. 75).

Overtime is always permitted, of course, in case of emergency to save life or property. (See p. 211.)

Wages

Nearly every agreement contains some articles relating to wages, always considered as a minimum (see p. 101), however, and generally forbidding the lowering of existing higher wages to the minimum rate (see p. 107), but permitting higher rates to be paid. Lower rates are authorized to be paid workers handicapped by age (see p. 101) or otherwise (see pp. 39, 131).

Wages are stated by the hour (see p. 108), day (see p. 97), or week (see p. 85). Generally they are paid in cash (see p. 209), weekly (see p. 37), occasionally semimonthly (see p. 185) or bi-weekly (see p. 85), often at a stated hour on a specific day (see p. 45) with waiting time allowed where the payments are not punctually made (see p. 54). Payment by check is occasionally allowed. (See pp. 37, 45.)

The giving of a bonus (see p. 133) or premium (see p. 40) is frequently forbidden as is also the adoption of a piecework system (see p. 39). Where a piecework system exists the prices are generally settled by a committee representing both the employers and the employees. (See pp. 78, 96.)

Except in the case of bad weather or other unavoidable circumstances, as a rule men in the building trades who are paid by the hour are given pay for two hours (see p. 27), while occasionally, in some trades, a half day is given (see pp. 97, 201) when the men report for work in the morning and find none.

Board with an employer to be received as a part of wages is at times forbidden. (See p. 9.) Foremen generally receive increased pay over journeymen. (See pp. 29, 64.)

When work is done at a distance from the shop, employees are often allowed to consider the time spent in traveling between shop and job and between job and job as a part of the day's work. (See p. 45.) They are not supposed to pay more than two city car fares a day. (See p. 57.) When work is done out of the city, employees receive transportation (see p. 25) and generally board and lodging while away from home (see p. 104). The time spent in travel outside the regular working hours may (see p. 38) or may not (see pp. 38, 210) be considered as overtime.

Security for the faithful performance by the employer of the terms of the agreement is occasionally demanded. (See p. 47.) Where a cash deposit is required from an employee the employer pays interest on it. (See p. 203.) The employer is obliged to pay for bonds required to be deposited by employees. (See p. 155.)

Arbitration

Unions endeavor to settle grievances by conciliation if possible, resorting to arbitration only when conciliation fails. (See p. 126.) 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 representatives of the employer. (See p. 105.) 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 individual employer and employee (see p. 127). Often if the committee is unable to agree it either adds another to its number (see p. 30) or refers the matter to a board of arbitration organized according to the terms of the agreement (see pp. 84, 127).

An arbitration board generally consists of an equal number of representatives from each side with a chairman appointed by the other members of the board. (See p. 127.) In some instances these boards are permanent (see p. 149), in others they are selected to consider a certain case (see p. 141). Decisions of the board are always final and accepted by both sides. (See p. 135.) Agreements containing full provisions relating to arbitration are found on pages 41, 137, and 146.

Strikes and Lockouts

Strikes and lockouts are generally forbidden during the life of an agreement (see p. 55) and especially when a grievance is being considered (see p. 206). In fact, the preambles of agreements frequently contain the statement that the agreement is made in order to avoid strikes. (See p. 36.) There are exceptions to the rule, of course. A national organization may call a strike (see p. 89); union men may refuse to work with nonunion men (see p. 56), or on an unfair job (see p. 140), or on nonunion material (see p. 39), or on work destined for an unfair employer (see p. 202), or because the employer supplies work or goods (see pp. 71, 73) to anyone whose employees are on strike (see p. 82). A cessation of work for any of these and other causes is not considered a breach of the agreement and in many cases is expressly allowed. Sometimes sympathetic strikes are

allowed when ordered by the proper officials (see p. 35), but in other cases they are not (see p. 205). Jurisdictional strikes are generally forbidden. (See pp. 29, 42.)

Apprenticeship

Many agreements contain apprenticeship provisions. (See p. 40.) Under these an apprentice is articulated to a certain employer, is registered with the union (see p. 108), serves a stated length of time, and is then admitted as a journeyman into the union (see p. 131).

The apprenticeship period varies with the occupation. In many trades it is 4 years (see p. 106), in some cases 5 years (see p. 130), but frequently less, as 3 years (see p. 108), 2 years (see p. 40), or even 6 months (see p. 74). In several trades the period is not mentioned. Apprentices are generally between 16 and 21 years of age at the time of being articulated. (See pp. 20, 107.)

Employers are limited as to the number of apprentices they may employ, the number varying from 1 in each shop (see p. 66) to 1 for each 20 journeymen employed (see p. 20). The wages of apprentices vary from year to year. (See pp. 27, 106.) A part of the training of apprentices is received in school in some instances. (See pp. 27, 106.)

Unemployment

Numerous 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 persons 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 p. 187.) Other methods are to distribute the work as equally as possible (see p. 82), to lay off the men in rotation (see p. 21), or to shorten the length of the working week (see p. 106). A system of unemployment insurance has been adopted by a few unions. (See p. 71.)

Safety and Sanitation

Various provisions are inserted in the agreements relative to the safety and comfort of employees. Suitable fire protection is to be provided (see p. 74), sanitary codes are to be observed (see p. 80), a medical chest is to be kept (see p. 12), workmen's compensation insurance in conformity with State laws is to be carried (see pp. 46, 55), and proper scaffolding is to be erected (see p. 26). In one case a committee on accidents is to be elected. (See p. 45.)

Satisfactory sanitary arrangements are demanded (see p. 74), with dressing room (see p. 39), lockers (see p. 50), wash room (see p. 109), and toilets (see p. 39), and cold drinking water (see p. 39). Establishments are to be kept in a clean and sanitary condition (see p. 9), with sufficient heat, light, and ventilation (see p. 23). Dust-raising machines are to be provided with suction devices. (See p. 39.) Suitable sheds are to be provided and heated in winter. (See pp. 39, 85.)

Miscellaneous Provisions

Those trades in which a union label exists that can be placed on products often make its use compulsory. (See p. 80.) In places where service exists the use of a shop or union card is frequently required. (See p. 95.) Seniority is provided for in all railroad agreements (see p. 151), many street railway agreements (see p. 186), and some others (see p. 103).

The check-off is used in mining (see p. 114) and a few other industries (see p. 91); although its use in a number of industries is occasionally forbidden (see pp. 37, 56).

Agreements are generally made for 1 year (see p. 10), though other periods of time are adopted (see p. 65), as 2 years (see p. 68), 3 years (see p. 135), 5 years (see p. 108), and occasionally less than a year (see p. 196). In agreements for more than a year there is sometimes found a provision allowing the wage section to be revised annually. (See p. 44.)

Some agreements are indeterminate in length and may be revised at any time (see p. 107); others may be revised at yearly periods (see p. 109); and others, though made for a stated period of time, often contain a clause continuing the contract from year to year until either party notifies the other of a desire to terminate or change (see p. 57). The method of revising agreements is at times carefully described. (See p. 203.)

Actors

ACTORS and performers compose the Actors' Equity Association, which 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, are given in Bulletin No. 448 (pp. 9-11).

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' unions.

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 of the national organization, generally for one year and expire on the last day of April. Scales are provided for the various classes of workers—spongers, oven men, benchmen, extra men, or jobbers—and often for helpers who do laborers' work around the bakery. Some form of arbitration is occasionally provided for. A few agreements are in the form of a promise by the employer. They are not uniform in contents but vary greatly one from another.

The agreement of Local No. 146, Bakersfield, Calif., May 1, 1927, contains most of the provisions found in bakers' agreements. Omitting the articles relating to wages and apprenticeship it reads as follows:

Witnesseth: That for a good and valuable consideration from the party of the first part, with reference to the employment of help, the party of the second part agrees to employ in the conduct and management of its business only members of the International Bakery and Confectionery Workers' Union.

SECTION 1. No more than two working employers will be recognized as partners in any one baking firm; nor will it be considered a union bakery unless employing at least one journeyman. As long as they comply with working agreement that is in force they are entitled to window card.

SEC. 2. All bakery workers employed in the bakery establishments of Bakersfield and jurisdiction (Kern County) shall be members in good standing of Local Union No. 146, Bakery and Confectionery Workers' International Union of America.

SEC. 3. All vacancies and jobbing places in said bakery establishments shall be filled by the business agent of said Local Union No. 146. The employer can hire his own foreman, provided he is a member of the Bakery and Confectionery Workers' International Union.

SEC. 5. No employee under the jurisdiction of this union shall be permitted to board or room, directly or indirectly, with his employer.

SEC. 6. All bakery establishments must be clean and sanitary, bakery equipment included; all bakery workers in said establishments and under the jurisdiction of Local Union No. 146, must, under penalty, maintain their personal cleanliness. Local Union No. 146 agrees and reserves the right to impose severe penalties on all members who, in this regard, injure and impair the public confidence to which the bakery industry is entitled to.

SEC. 7. Eight hours or less shall constitute a day's work in all bakeries, allowing 30 minutes for lunch between the first and second 4 hours. Six days shall constitute a week's work, 48 hours or less.

SEC. 8. No bakery workers under the jurisdiction of this union are permitted to work seven days per week. No steady workingman shall be allowed to work broken time or work as a jobber when steadily employed. If unavoidable on account of help being unavailable, steady men may work on the seventh day.

SEC. 9. When a holiday occurs, five days shall constitute a week's work. In case a holiday comes on Sunday the following Monday will be observed as the holiday.

Sec. 10. No work shall be done on the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Armistice Day, and Christmas Day. Labor Day must be observed on Labor Day or a fine of \$25 will be imposed on members working that day.

Sec. 12. The day of rest for the shift starting Sunday shall be Saturday, the day of rest for the shift starting Monday shall be Sunday. The seventh day shall be the day of rest from any starting day, where such is desirable in the management of weekly routine.

Sec. 13. There shall be an intermission of at least 35 hours between the end of one week and the beginning of another.

Sec. 14. Overtime will be allowed when necessary and must be paid for at the rate of time and a half. From 15 to 30 minutes constitutes a half hour; from 30 to 60 minutes constitutes one hour. Not more than one hour on the first five days, nor more than two hours on the sixth day or any day preceding a holiday, shall be allowed for overtime.

Sec. 15. No bakery worker, under this union's jurisdiction, shall be allowed to report for work before 5 o'clock a. m., nor work after 10 o'clock p. m. Any member may start between 4 and 5 o'clock a. m., provided he receives \$1 extra for the hour so started. Any member caught starting between 4 o'clock, or other than herein provided, will be fined \$25 for the first offense and on second offense, as the union sees fit. Employers may start at 4 a. m., within the meaning of this section. Any bakery product made or baked by employer before the specified starting time (4 a. m.) or after the specified quitting time (10 p. m.) will be considered unfair.

Sec. 15a. That there will be no bread, cakes, and pastries^o of any kind baked between 10 p. m. Saturday night and 3 a. m. Monday.

Sec. 16. Jobbers that report for work and are sent home by the employer without working shall receive a full day's pay. Members of and under the jurisdiction of Local Union No. 146, who fail to report for work, or who leave their work during working hours without reasonable justification, shall be fined not less than \$10. A jobber shall receive jobber's pay until steadily employed.

Sec. 17. Any employer, feeling he has any grievance, shall have the privilege of appearing before any meeting of the union for the purpose of stating his views, to the end that amicable relations may be fostered whenever possible. This local recognizes that much of the strife between capital and labor is the result of misunderstanding and welcomes mutual conferences, where there is any hope of peaceful adjustment.

Sec. 18. The business representative of the union shall be permitted to visit shops during working hours and no member of Local 146 shall be discriminated against, because of his or their representing the union in any capacity.

A baker's agreement containing several provisions not mentioned in the preceding one is that of Local No. 189, Bloomington, Ill., made May 1, 1927, which is given in full except the article relating to wages:

This agreement shall be in full force and effect from date of signing until May 1, 1928, and thereafter until a new agreement (the terms of which shall be retroactive from the above given date) has been consummated and signed; or this agreement has, upon notice, been canceled or terminated by the employer; or by the local union with the sanction of the Bakery and Confectionery Workers' International Union of America.

ARTICLE 1. The proprietor to employ only good standing, competent men of Bakery and Confectionery Workers' International Union, Local 189, of Bloomington, Ill.

SECTION 1. That six days of 8½ hours or less, not including lunch hour, shall constitute a week's work. If overtime amounts to a journeyman's wages, a journeyman baker shall be employed.

ART. 3. One apprentice to each shift of three journeyman bakers. Apprentices must join the union after three months' experience. Second six months not less than \$16. Second year not less than \$20. Overtime for apprentices, time and one-half. Where more than three journeymen bakers are employed on one shift, an additional apprentice may be employed.

ART. 4. Jobbers working three days or less each week to receive \$1 per day more than the scale. Those working more than three days to be paid on the weekly basis.

ART 5. To put union label on each and every loaf of bread, such labels to be procured from the secretary of the Local Union 189, at the price of 10 cents per thousand, it being understood and agreed that said labels are and will continue after they are so furnished to the proprietor to be the property of baker's union, and that said local union and international will have the right to demand the return of any unused labels, and it shall be the duty of the proprietor to return them in case they violate any of the provisions of this working agreement.

ART. 6. If work shall be performed on any legal holiday, double time shall be paid for same. If any work shall be performed on the seventh day of the week, time and one-half shall be paid for same, whether you work for yourself or somebody else.

Holidays to be observed are as follows: Decoration Day, Fourth of July, Thanksgiving, Christmas, New Year's and Labor Day.

ART. 7. When there is more than one stockholder working on a shift, one shall be exempted from holding membership in the union. All others must hold membership of Local 189, but no employer can take part in meetings of the union. Such silent members must take out withdrawal cards and live up to same.

ART. 8. If said local union shall not be in a position to furnish union men, he or they may hire nonunion men, but such nonunion men must make application to enter the union at the next regular meeting. The necessary application money to accompany same. All men must report in clean working clothes. Day or night work may start at any time. No janitor work shall be done by a journeyman baker. Apprentices not to do any janitor work outside the general routine of the shop.

The above-named union agrees to appoint a grievance committee. Such grievance committee shall be employed to take up with above-named employer any complaint that may arise, not covered by this agreement.

One copy of this agreement shall be posted in the proper place in the bakery shop, and one copy be left in the hands of the employer and one copy to be retained by the Local Union 189.

No discrimination shall be made against any member holding office or serving on a committee of the Local Union 189.

The following sections are taken from the agreement of Local No. 9, Seattle, Wash., May 1, 1927:

SECTION 8. Only in case of emergency shall steady men or helpers be allowed to work overtime, such overtime not to exceed two hours in any one week, and not more than one hour in any one day.

SEC. 10. Drivers and salesmen shall not be permitted to do the work of a baker.

SEC. 15. Women taking the place of men members shall receive the same wages as the men receive for the same class of work.

SEC. 16. All women working in bakeshops, pie shops, and hardtack bakeries shall be members of the bakers' union.

SEC. 17. The superintendent of the plant shall have complete supervision of all operations connected with the baking, but when he performs the duties of a journeyman baker he must become a member of bakers' union. Shops not employing a foreman shall not be entitled to a superintendent.

SEC. 19. In consideration of the acceptance of the above agreement by the party of the first part, we, the Bakers' and Helpers' Union No. 9, agree to furnish a sufficient number of competent men to operate the bakery.

The agreement of Jewish Local, No. 500, New York City, May 1, 1927, contains the following items not found in the foregoing agreements:

Seventh. The party of the second part agrees not to allow his employees to unload flour or to do any other work not connected with the baking business.

Eighth. * * * The said employees shall be paid for the following Jewish holidays, even though they do not work and are not allowed to work by this agreement: 2 days of feast of weeks, 2 days of new year, 1 day of atonement, 4 days of tabernacles; the last 4 days mentioned to be applied during the said feast as follows: 2 days from the beginning and 2 days at the end of said holidays, and the 1st of May.

Eleventh. It is further agreed that no steady employees are allowed on Friday of each and every week to make sponge dough, or do any other work in reference to outside baking.

Twelfth. The party of the second part agrees that every loaf of bread baked from one-half pound and up must have a union label pasted on it. Such labels must be bought from the party of the first part at the price of 15 cents per thousand, and it is agreed that in case of any conflicts between the parties, the labels must be returned to the party of the first part, as it is agreed that the above price is only for using the labels.

Thirteenth. The employer shall not discharge any one of his workmen during the period beginning four weeks before any Jewish holidays, Passover, Shevuoth, Rosh Hashana, Succoth, and the 1st day of May.

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

Sixteenth. The party of the second part further agrees not to dismiss any of his employees during the middle of the week, but only at the end of the week, in the time when he terminates the week's work and receives his pay. No workmen should be suspended or discharged without notice of such discharge at least three days in advance to the union.

Overtime prohibited.

Seventeenth: In case of a strike in any one of the shops of the employer by the workmen belonging to a union which is recognized by one of the central organizations with which this union is affiliated, the union should be relieved from the obligation of this agreement in all shops belonging to his firm.

Eighteenth: The party of the second part further agrees not to sell, buy, or deliver bread, rolls, or cakes or pretzels directly or indirectly to any persons or companies against whom a strike was duly declared by the party of the first part.

Twenty-first: The roll factories with more than two ovens, seven and a half hours including half an hour for lunch to be a day's work.

In rye-bread factories containing no more than two ovens a "shift" shall consist of three bakers and one helper, and such shift shall not be called upon to produce more than four ovens of bread in one working-day and shall not take more than eight hours; in rye-bread factories containing three ovens such shift shall consist of four bakers and one helper and shall not be called upon or allowed to produce more than six ovens' bread in one day; more than two ovens the work shall not take more than seven hours, and in rye-bread bakeries containing four ovens, such shift shall consist of four bakers and one helper and shall not be called upon or allowed to produce more than seven ovens of bread in a working-day; in bakeries containing more than four ovens a shift shall consist of four bakers and one helper and be not called upon to produce more than six ovens of bread in a working-day.

Twenty-second: In bakeries where Zizel bread is baked: A bakery where four bakings are done on two ovens should employ three bakers, providing the final baking will be completed within the eight hours. A bakery with three ovens' capacity should employ a set of five bakers, only six bakings should be done and all within seven hours. A bakery with one-oven capacity should employ a set of two bakers and only two bakings to be made (the last not to bake). Job hands, including foremen and second hand, should receive \$6 per batch. Only five pails of water is allowed to each dough. A pail should contain not more than 16 quarts. No employer is allowed to work with the first set.

Twenty-fourth: No helper is permitted to work in a shop if no second hand is employed. Every helper is permitted to work an hour longer than the baker. Helpers should not be allowed to operate machinery to remove loaves of bread or rolls from the oven hearth, whether baked and finished or partly baked or unfinished, or handling of raw dough or unfinished.

Twenty-fifth: Each employee is entitled to take home bread and rolls in value of 60 cents a day for his family.

The following articles are found in the 1927 agreement of Local No. 167, Hebrew Bakers, Newark, N. J.:

2. Not to compel members of the union to unload flour or to carry same into the bakery, nor to do any other work outside of the bakery.

6. Each steady employee shall be paid for the following days: First day and evening of Shevuoth, Fourth of July, Labor Day, two days and nights of Rosh Hashana, two days and nights of Yom Kippur, two days of Succoth, and one day of Purim; these days shall be considered holidays for which employees shall be paid for not working; but in case of emergency or necessity to work more than the stipulated days, the steady employee shall receive extra pay besides the weekly wages for each of those days.

7. Work to begin when convenient for the trade of each employer, but the same hours of beginning must be kept up for the entire week, starting with Friday evening, except Thursdays. No boss has the right to lay off a man during the middle of the week. A week's work must be in succession until and ending Wednesday night.

10. Bread carriers may put on labels, wash, curve, handle boxes, and do other laborer's work when union men are working, but must not weigh or make dough in mixing machines or otherwise. No boss shall reduce the number of his help, otherwise neither the bread carriers, employers nor any other nonunion man is permitted to wash, curve bread, or paste labels until set is completed to its originality. This clause may be strictly enforced, for which the employer is responsible.

11. Notice of dismissal to a weekly man can only be given by the employer at the end of the week's work. No one can be dismissed from work for obeying union principles, nor can a steady man or substitute be objected to on account of animosity.

12. In the event of a member being fined or suspended, the union shall have the right to remove him from work and put another man in his place, but in case of a violation of section 1 of this agreement, the men shall have the right to leave work without further delay, and shall be indemnified for the lost time.

14. Bagel bakers work by the box, each box to contain 64 bagels, 8 by 8; each man to receive a week's wages for 100 boxes daily, and it is understood that the daily task shall not be computed by the week. If there is one or several days less than 100 boxes, the balance is not to be finished on any other day or days. Over 100 boxes daily shall be paid for at the rate of 12 cents for each box to each man on a shift, a shift to be composed of three men.

15. The employer agrees to maintain sanitary conditions in his bakery and not to permit any of his employees to board with him. Where unsanitary conditions prevail, the union may take immediate action against the employer.

The 1927 agreement of Local No. 77 (Polish bakers), Detroit, contains the following clauses:

I, the undersigned, agree to observe the following conditions:

1. To employ only such bakers who are members in good standing of Local Union No. 77.

2. To secure the same through the employment office of said Local Union No. 77.

3. Not to board or room any journeymen bakers.

4. Not to cause them to unload the flour or any other goods outside of the bakery.

5. Not to employ more than one boy to each three bakers.

7b. The wages will be paid at the end of the week right after work and not later than Saturday.

10. All work over eight and one-half hours will be considered as overtime and will be paid time and one-half.

11a. In the event that workmen would be forced to work on any of the above holidays, they are to receive double time.

11b. The day bakers to lay off day of holiday and night bakers to lay off the following night of those holidays.

12. Owner, who employs three or more bakers on one shift, will employ one ovenman and dough mixer, and in those shops where only two bakers or less are working, the ovenman is responsible for doughs; but if there is no dough-mixing machine, \$2 more will be paid first and second hand.

14a. Every journeyman will receive a clean and suitable place to keep his clothes in.

14b. Every shop is to be provided with a reliable clock.

16. All partners working in the shop (except one) will belong to the Local Union No. 77.

17. In existing bakeries no additional partners will be recognized as such if they do journeymen's work in the shop.

18. Shops that are based on partnership will have no right of using union label unless there is working at least one member of Local 77 who is not in partnership of said shop.

A Scandinavian union, Local No. 62, of Chicago, includes the following provisions in its agreement of May 28, 1927:

Having obliged every proprietor of a bakery to whom they have issued the union label to observe the following conditions:

1. To employ only such bakers and apprentices that are in good standing in the above-mentioned union, and to secure their employment only through the employment office of the Bakery and Confectionery Union, No. 62.

4. Not to require them to unload flour or perform any other manual work not pertaining to that of a journeyman baker.

5. Only one apprentice or one-third hand shall be employed in each shift (or department). The third hand to be employed only where second hands are employed.

10. To work overtime only when unavoidable and to be paid for at the rate of time and one-half. All work over eight hours shall be considered overtime.

13. No journeyman or apprentice is allowed to work more than two hours overtime in one week, excepting substitutes can not be gotten from the office; in that case overtime is to be, as far as practical, regulated according to rotation.

14. Each loaf of bread is to be provided with a union label (to be furnished for 12 cents per thousand, at the office of the above-mentioned union).

Extracts from the two-year agreement of the Ice Cream Workers' Auxiliary, Bakers' Local, No. 118, Washington, D. C., May 1, 1926, were given in Bulletin No. 448 (p. 15). The same bulletin contains provisions from the 1926 agreement of Local No. 69, Belleville, Ill., relating to salesmen and drivers (pp. 15, 16), and sections from the agreement of Bohemian Local No. 22, New York City, May 1, 1926 (p. 17).

The following article in regard to a board of adjustment is taken from the agreement of Bakers' Union, Local No. 201, Philadelphia, May 1, 1927:

XI. There shall be formed under this agreement a permanent board of adjustment, such board to consist of 11 members: Five representatives of the union, five representatives of the association, and — to act as impartial chairman, with the power to render final decisions. Such board shall function and act from the period commencing May 1, 1927, until April 30, 1928.

It is further and mutually agreed that the questions, matters, and complaints which shall be presented to the board of adjustment for decision shall be as follows:

a. Alleged violations of this agreement;

b. The determination of the true intent and meaning of any part of this agreement;

c. The adjustment of any and all grievances between the union and members of the association, between the union and the association, and members of the union and members of the association;

d. To finally settle and adjudicate all appeals that should be taken by any party who feels himself aggrieved by the decision of the executive board of the union, or by any decision of the association, provided, however, said decision affects the association or any member of the association.

Procedure of the board of adjustment

a. A meeting of the board of adjustment shall take place within three working-days after notification in writing from a party having a grievance. It shall be a duty of the board to investigate and to mediate or adjudicate all matters that are brought before it and to do all in its power to insure the successful working of this agreement. When a decision is reached by the board of adjustment upon any matters submitted to it, the said decisions shall be final and binding on both parties. The board of adjustment shall have the power to recommend the discipline of any member of the union or member of the association for violation of the terms of this agreement.

Barbers

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 journeymen barbers are virtually his helpers, and that both sell service instead of goods causes the contract 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. The practice, however, 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. Instead of a half day each week, one whole day every other week is often given.

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 practically a complete copy of the agreement of Local No. 854, New Brunswick, N. J., May, 1927:

SECTION 1. The party of the first part consents and agrees to work on the following minimum scale of wages, and the party of the second part accepts and agrees to be bound to pay not less than the following scale of wages, to wit:

For a full week, \$30 and 50 per cent commission over \$40 takings, and there shall be no reduction in pay for a journeyman's legal day off or a holiday.

Seventy cents per hour for evening helper from 5 p. m.

The wages of any journeyman for a broken week shall be as follows:

Deduct \$5 for each day lost by journeyman.

For five days' work, \$25 and 50 per cent commission over \$35.

For four days' work, \$20 and 50 per cent commission over \$30.

For three days' work, \$15 and 50 per cent commission over \$25.

For two days' work, \$10 and 70 per cent commission over \$16.

For one day's work, \$5 and 70 per cent commission over \$8.

For Friday and Saturday \$15 and 50 per cent commission over \$23.

For whole day Saturday \$10 and 50 per cent commission over \$15.

For half day Saturday from 1 to 9 p. m., \$7 and 50 per cent commission over \$11.

All commissions must be paid in the week for which they are due.

A broken week is considered one when a journeyman gets laid off, quits his job, takes sick, or takes more days off than he is rightfully entitled to. This applies to any journeyman, steady or helper. A journeyman's legal day off or a holiday is not considered a broken week.

SEC. 2. I will not open my barber shop or beauty parlor on week days earlier than 8 a. m., and close not later than 7 p. m. On Saturdays open not earlier than 8 a. m., and close not later than 9 p. m., and doors shall be kept locked, shades pulled down, and lights in poles turned off after the above hours.

SEC. 3. Meal hours for journeymen shall be one hour for dinner every day, and one-half hour for supper every day. One working-day off in every two weeks, except when a journeyman's day off falls in a week when there is a whole holiday, then said journeyman shall lose his day off entirely. In order to avoid confusion, journeymen shall maintain the same meal hours and days off, except when his day off falls in the week of a whole holiday.

SEC. 4. The following holidays are to be observed by closing all day: Washington's Birthday, Decoration Day, Fourth of July, Labor Day, and Thanksgiving: *Provided*, That if any of the foregoing holidays fall on Saturday or upon a Monday a half day will be observed by closing shop, except Christmas and New Year. It is further agreed that if any of the foregoing holidays fall on Sunday, the shop shall be closed for one-half day on Monday immediately following. Upon the evening preceding a whole holiday, that is to say, one which is observed by closing shop all day, the shop shall be open till 9 p. m., and on the evening before a half holiday shops close at 7 p. m., and both parties agree to work until that hour on such occasion. The shop or beauty parlor shall be closed all day every Sunday. Christmas and New Year's Day, barber shops and beauty parlors shall close all day regardless of what day they fall on. Columbus Day, barber shops and beauty parlors will close at 12 o'clock noon. Barber shops and beauty parlors must keep their curtains pulled partly so as to give a clear view into the shop on Sundays and holidays.

SEC. 5. The party of the second part agrees to secure all help from and through the employment office at the local union, to abide by the constitution, by-laws, rules, and regulations of the local union; to conform with the rule governing shop cards, and to immediately dismiss from service any or all employees not members of Local 854, and the party of the second part also further agrees to reinstate those members of said local who went on strike. I will not employ more than one apprentice, and he shall be registered with the local union.

SEC. 6. That upon the first violation or breach of any of the foregoing rules, conditions, and covenants by the party of the second part a strike shall be declared in said place or shop, and the union-shop card shall be removed and the party of the second part agrees to pay all costs incurred in the removal of said union-shop card.

SEC. 7. The party of the first part, in consideration of the foregoing, hereby agrees to supply sufficient help and to perform work to the best of a journeyman's ability and skill and further grants to the party of the second part the privilege to display the union-shop card.

SEC. 8. This agreement is to remain in force until May 1 in the year of our Lord 1928. It is further agreed that this agreement shall continue automatically to renew itself on each expiration date of each year for an additional one-year term, unless changes are proposed by April 1 of each year.

The following provisions of the agreement of Local No. 814, Yonkers, N. Y., May 16, 1927, vary somewhat from the preceding:

ARTICLE I. Shops shall be open from 8 a. m. to 7.30 p. m. daily and on Saturday from 8 a. m. to 10 p. m.

ART. II. Each and every journeyman shall have one and a half hours for his daily meals.

All journeymen shall be entitled to one day off every two weeks, or one-half day off every week from 12 o'clock noon, with pay. If there is a full holiday the man shall not have his day off on that week, but if there is a half-holiday

the man shall balance his time off on the following day, starting to work at 12 o'clock noon, except Saturday.

ART. III. The following holidays shall be observed, such as Washington's Birthday, Columbus Day, and Election Day; shops shall close at 12 o'clock noon and close at 7.30 the night before. Should said holidays fall on Saturday shops will remain open all day and close at 7.30 the night before.

ART. IV. New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, Labor Day, and Christmas Day shops shall close all day and open until 10 p. m. the night before.

ART. V. Each and every journeyman shall receive the minimum wage of \$35 per week and 50 per cent over \$15 after his wage. Payable weekly. Saturday only, all day, \$10, and 50 per cent after over \$15. Saturday from 1 p. m., \$8; any week day, \$5; and evening, \$1 per hour; with commission over \$7 per any week day. Every shop shall use checks furnished by the owner.

ART. VII. Under no circumstances shall any Sunday work be permitted.

ART. VIII. All union employers shall display the union-shop card in a conspicuous place and also abide with this agreement concerning hours, wages, prices, rules, and regulations.

Bill Posters

LOCALS of the International Alliance of Bill Posters and Billers of the United States and Canada make agreements generally with the General Outdoor Advertising Co. and with local theaters and places of amusement for the distribution and posting of bills and notices of various kinds, and taking tickets at the doors of theaters. The agreement between the General Outdoor Advertising Co. and Local No. 45, St. Paul, Minn., September 14, 1927, is here given in its entirety except for the article relating to wages:

ARTICLE I. The company agrees to employ none but members of Local Union No. 45 available, said members to be competent and qualified bill posters ~~as~~ required by the company.

ART. II. The union shall at no time advocate the lessening of any man's work.

ART. III. Eight hours shall constitute a day's work; 44 hours shall constitute a week's work. Working time to begin at 8 o'clock a. m. and end at 5 o'clock p. m., except Saturdays, when working time begins at 8 a. m. and ends at 12 o'clock, noon. One hour for dinner allowed each man; men working overtime to receive time and a half; double time on Sundays and the following holidays: New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, and Christmas Day. There shall be no work done on Labor Day.

ART. IV. Any member of this union may be discharged for just cause. The union, however, reserves the right to demand and receive reason or reasons for said discharge. No man can be discharged for upholding union principles.

ART. VI. One week's notice shall be given to the foreman by either party to this agreement in case of quitting or lay-off. This applies only to regular men.

ART. VII. This agreement to remain in full force and effect until September 14, 1928. Either party may give the other party 30 days' notice in writing before the expiration of this agreement for the purpose of conference and renewal of this agreement. In the event of failure of either party to give such notice this agreement shall continue in full force and effect unless such notice is given by either contracting party 30 days before the end of any yearly period.

The uniform theater contract made by the theaters in Dayton, Ohio, with Local No. 53, July 10, 1927, is as follows, the preamble and section relating to wages being omitted:

It is mutually agreed that the life of this contract shall begin on the 1st day of September, 1927, and continue in force for a period of one year from that date, and employer agrees to employ employees at all times while his theater is billing during the life of this agreement.

Employer further agrees to employ only members in good standing in Local 53, and to give one week's notice of discharge at any time, except for dishonesty, when no notice of discharge need be given. Employees agree to give one week's notice of any intention to quit the employ of employer, and will also notify the business agent of Local 53, who will supply a new man promptly.

Since the workmen to be engaged under the provisions of this contract must be members of the International Alliance, nothing herein contained shall be construed as to nullify any obligations which the said workmen may owe to the alliance by reason of their membership thereof.

It is further agreed that the duties of members of Local 53, regularly employed at this theater, shall consist only of billing, taking tickets at doors, or changing lobby displays.

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—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 greater part of a shorter agreement of the Joint Local Executive Board of Western Pennsylvania, representing Locals Nos. 22, 67, and 144, Pittsburgh, Pa., April 1, 1927, follows:

Manner of employment

Only good-standing members of the International Union of the United Brewery, Flour, Cereal, and Soft Drink Workers of America in possession of a working card of these local unions shall have employment, with the exception of the brewmaster, the office force, the coopers in the repair shop, and the watchman who performs no manual labor, and such chief engineer and bottling-house foreman who does not work and has the power to hire and discharge.

Express drivers or any other hired teamsters are not allowed to haul product out from a brewery only in exceptional cases, except they become members of Brewery Workers' Union No. 67.

No man shall be given employment on recommendations of a customer. The secretary shall be given 48 hours to furnish union men.

Extra help

Extra help may be employed, during the busy season, as long as such employment does not cause any lay-off of the union men.

All such extra help shall have a permit card issued by Local Unions Nos. 22, 67, or 144 before they can go to work. 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 the United Brewery, Flour, Cereal, and Soft Drink Workmen reports for work, then the last permit-card man put to work shall, at the last day of the month upon which his card expires, be laid off and the union member shall have his place.

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

Hours of labor

Eight consecutive hours shall constitute a day's work. Six days shall constitute a week's work for all men in the wash house, coopers in the wash house or pitch yard, for the men in the cellars and brew house, for all engineers, oilers, firemen and firemen helpers, for pipe fitters, pipe-fitter helpers, repair workers and malt driers, and for all men employed at the bottling house.

Nine consecutive hours shall constitute a day's work for all drivers, stablemen, yardmen, and helpers. No drivers are allowed to unload product before 7 o'clock a. m. to wholesalers or retailers. Route drivers shall hitch up at 6 o'clock a. m. Shipping drivers shall hitch up at 7 o'clock a. m., except in case of emergency they can hitch up at 6 o'clock a. m. Drivers are permitted to unload product to the bottling houses of their respective brewery any time after 6 o'clock a. m. Drivers' time shall commence one-half hour after coming to the stable. No product shall leave the brewery or agencies after 5 p. m. This to apply to deliveries made to licensed dealers only and does not apply to the loading or unloading of cars.

Wages

Employees receiving more wages than herein stipulated shall not be reduced. Pay day shall occur every week, and not more than two days shall be held back.

Overtime

All overtime worked by any employee covered by this agreement shall be paid for as single time and shall not be taken out the next day by laying off.

All work performed by brewery and bottling-house employees on Sundays and holidays shall be paid at the rate of one and one-half time, also all overtime on days before stipulated holidays, overtime before lay-off days, and overtime on Saturdays to be paid as one and one-half time, excepting work performed by drivers, engineers, oilers, firemen, and firemen helpers.

All work performed by drivers on Sundays shall be paid for at the double rate of regular wages. This article does not include stablemen; the latter shall have one-half day off each week with full pay. Drivers are not compelled to clean horses or wagons on Sundays, such work to be done is left to the option of the employer.

Holidays

Holidays are New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day, and one day each year shall be set apart as brewers' day, the date to be set by the joint local executive board two weeks in advance, but in no case shall it be Saturday or Monday. The engineers, oilers, firemen, and firemen helpers are not included in the Sunday and holiday regulations. All drivers shall be through with their work at 12 o'clock noon, no

product to be delivered after 12 o'clock noon, and in order to be able to do this they shall commence earlier than usual and receive a full day's wages therefor; all work done after 12 o'clock noon shall be paid at the double rate of regular wages. Christmas Day shall be a whole holiday with Sunday conditions prevailing and drivers shall not deliver any product.

Lunch time

at noon shall consist of not less than one-half hour and not more than one hour on the employee's own time. These regulations shall not be applied to engineers, oilers, firemen, and firemen helpers. Beverage shall be furnished free to all employees during working hours on employees' own time; it shall also be allowed to eat lunch at the morning beverage time.

Discharge and sickness

Neglect of duty, incompetency, or disobedience shall be cause for discharge, but no employee shall lose his employment on account of sickness.

Lay-off

In times of dull business all employees shall be laid off in rotation, but not less than one-half day at any time.

All permit card men shall be laid off before union men.

If a driver is not notified in the evening that he is not to work the following day and reports for work, he shall receive wages for one-third of a day. All shipping drivers, yardmen, and helpers must be laid off in rotation.

Any route driver, shipping driver, chauffeur, yardman, or helper starting in the morning and who shall be laid off at noon shall receive three-fourths of a day's wages therefor. No route driver will be permitted to haul shipping or wholesale trade as long as shipping drivers are laid off.

Stablemen or yardmen shall not deliver product as long as drivers are laid off.

Materials

Only union malt and cooperage shall be used in breweries. Union-made materials and machinery shall be given the preference in all purchases made by the brewery.

Drivers, etc., are not allowed to haul malt or cooperage if union label is not in car or on cooperage.

Apprentice system

To less than 20 men employed in the washhouse, cellar, and brewhouse, 1 apprentice shall be allowed; to 40 men 2 apprentices shall be allowed; to 60 men 3 apprentices shall be allowed. The term of serving as an apprentice shall not be more or less than two years, and each firm is required to have their apprentices instructed in all the different branches of the trade during the time. Apprentices shall not be less than 18 or over 21 years of age at the time of beginning their apprenticeship. This shall not deprive the employer from teaching his own son the business, irrespective of the number of apprentices. All apprentices must become members of the International Union of the United Brewery, Flour, Cereal, and Soft Drink Workers of America within two months after their engagement.

One apprentice allowed in a bottling house to each five men, or less than five men. The apprentices shall not be less than 18 and not over 21 years of age. The time limit for an apprenticeship shall be two years.

Health and safety

- a. A lunchroom with seating capacity for every employee; same shall be properly heated and ventilated.
- b. A separate washstand for every 10 employees, soap and towels to be furnished by employer at necessary intervals.
- c. A separate locker shall be provided for every employee.
- d. Toilets shall be sanitary and separated from the lunchroom.
- e. Drinking water shall be provided for, under sanitary condition.

f. Men employed at machines shall be provided with goggles if danger prevails, to be furnished by the employer.

g. Every shop shall contain the necessary emergency supply for accidents.

Arbitration

In case of any differences between employers and employees which can not be satisfactorily adjusted, a conference committee of six shall be appointed; this committee shall consist of three members of the union and three members of the firm signing the contract. If no decision can be reached, both parties shall appoint an independent person to act as arbitrator, their decision shall be binding to both parties and without appeal. Work shall not cease while arbitration is pending.

Many provisions of an agreement between Local No. 101 and the soft-drink firms of Nashville, Tenn., March 16, 1927, follow:

SECTION 1. None but good-standing members of the Local Union No. 101 of the International Union of United Brewery, Flour, Cereal, and Soft Drink Workers of America shall be employed in all the departments of the establishments of the undersigned firms.

Should the union be unable to furnish help during the busy season, from April 1 to October 1, extra help may be employed as long as such employment does not cause any lay-off to the union men. All such help shall have a permit card issued by the Local Union No. 101 before they can go to work. 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 United 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 upon which his card expires, be laid off, and the union member shall 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. 2. Nine hours shall constitute a day's work in all departments. Work shall not start before 7 a. m. Six days shall constitute a week's work.

SEC. 3. If men should be laid off during the dull season they should be laid off in rotation for no longer than one week at a time.

SEC. 4. No workman shall lose his position or right of reinstatement in case of sickness not lasting longer than three months. Should any person be employed to take the place of a sick employee, said substitute shall receive the same pay as the sick employee received, and, upon reinstatement to work, said substitute may be discharged.

SEC. 5. All employees shall receive beverages free of charge, the same as heretofore.

SEC. 6. No work shall be done on Labor Day and only necessary work shall be done on other legal holidays.

SEC. 7. Union-made materials, syrup, and machinery shall be given preference.

SEC. 9. Time and one-half shall be paid for all overtime, Sunday, and holiday work in all departments. Present higher wages shall not be reduced.

SEC. 11. Notice of intention of either party desiring a change in this agreement shall be given at least 30 days before the expiration of this agreement by the party desiring the change to the other party.

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

Brick and Clay Workers

THE United Brick and Clay Workers of America is made up of brickmakers, clay miners, and tile, sewer pipe, and terra cotta workers; its locals, mainly in the Middle West, include all who work in and around the yards except foremen, shipping clerks, superintendents, and the office force. Provisions taken from the

agreement of Local No. 257, Murphysboro, Ill., with the Murphysboro Paving Brick Co., March 1, 1926, are given in Bulletin No. 448 (pp. 23, 24); from the agreement of Local No. 116, Danville, Ill., with the Western Brick Co. for 1925, in Bulletin No. 419 (pp. 19, 20); and from the agreement of Brickmakers' District Council No. 1, Chicago, May 1, 1924, in Bulletin No. 393 (pp. 15, 16).

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, which, with a scale of wages attached, is frequently the only agreement entered into by many unions with their employers.

Such a contract has been made by Local Union No. 15, of Galesburg, Ill. Omitting the clause relative to wages, the agreement reads as follows:

This agreement made and entered into this 4th day of October, 1927, by and between Galesburg Broom Co., party of the first part, and the International Broom and Whisk Makers' Union, parties of the second part, Witnesseth: That for, and in consideration of, the premises, covenants, and agreements to be performed by the parties of the second part, as hereinafter mentioned, it is agreed by the parties of the first part as follows, to wit:

1. That said parties of the first part shall not employ in their broom factory, located at Galesburg, Ill., tyers or sewers that are not in good standing in the International Broom and Whisk Makers' Union, and members thereof with exception of members of, or stockholders in the company, provided said persons so employed are satisfactory to the company, in their workmanship and comply with the rules and regulations, hereunto attached, which hereby become a part of this agreement.

2. In employing apprentices, the parties of the first part agree to be governed by the apprentice laws of the International Broom and Whisk Makers' Union and submitted by the parties of the second part.

3. It is further agreed by and between the parties hereto that all brooms manufactured by said company shall be labeled with the union label of the International Broom and Whisk Makers' Union and said label shall be furnished to the manufacturers free of cost.

4. It is further mutually agreed that upon the introduction of new style brooms, price for tying shall be fixed by a committee from the International Broom and Whisk Makers' Union and the proper officers of the company.

5. It is also mutually agreed that all questions upon which the company and the union fail to arrive at a satisfactory agreement shall be submitted to a board of arbitration and there shall be no suspension of business pending such decision except by mutual agreement. Action on above clause shall be taken within two weeks or above clause is void.

6. It is mutually agreed by and between the parties hereto that this contract shall become effective October —, 19—, and shall continue in force until —, 19—.

7. Any stockholder or officer of the company working steadily at the trade shall pay the sum of 25 cents per week for the use of the label.

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

9. It is further agreed that all corn shall be upon or by the machine in good shape and in sufficient quantities to keep the men working steadily, and that all No. 1 hurl and cuttings shall be cut to working length.

10. Working-days shall consist of not more than eight hours, between 8 a. m. and 5 p. m. On Saturdays five and one-half hours, unless otherwise agreed to by both parties.

11. Tyers and sewers working at extra time aside from regular duties shall receive 73 cents per hour for such time.

Some of the notes following the current wage schedule issued by Local No. 29 of Chicago, September 1, 1927, are as follows:

All hurl shall be properly cut, picked, and burst.

All corn shall be placed on machines in good working condition, and no member shall be allowed to work it otherwise.

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

Sufficient handles shall be placed on tying floor for use of tyers.

Tyer shall pull hay and clean litter and trash out from under and around his own machine and bench and place same in pile on floor in front of his machine.

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

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

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

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

Journemen shall be allowed 10 minutes, but not more, prior to quitting time to clean off and around their machines.

No overtime shall be allowed in any factory unless said factory is working full time, 44 hours, and 6 days per week. No overtime shall be started until full 7¼ hours have been worked.

Working-days shall consist of eight hours.

Workday shall be from Monday till Saturday, inclusive, and no work shall be done in any factory on Sunday, except putting in a bleach in hot weather or repairing machines.

Manufacturers conducting union factories and using the union label shall not handle brooms, toys, or whisks not bearing the union label. Members will not be permitted to work in shops when this clause is violated.

Any foreman not eligible to membership in this union working at either tying or sewing shall pay 75 cents per week for the use of the label, if he wishes to take advantage of the sick and death benefits, and 50 cents per week if he wishes no benefits.

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

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

Building Service Employees

ALL PERSONS employed in the upkeep of building—janitors, window cleaners, scrub women, elevator operators, watchmen, and door tenders—form the Building Service Employees' International Union. Extracts taken from the agreement of the Window Washers Local No. 34 with the Mutual Window Cleaning Contractors Association, Chicago, October 20, 1926, were printed in Bulletin No. 448 (pp. 25, 26).

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 repre-

senting the builders. The more important parts of the standard agreement adopted November 18, 1926, for three years, by the joint conference board of the Building Construction Employers' Association and the Chicago Building Trades Council, were printed in Bulletin No. 448 (pp. 26-28).

The agreements of local unions in the building trades show uniformity in many directions. In general, these are made for one year, and provide for a union shop; an eight-hour day with Saturday half holiday; overtime permitted 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 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; state the actual hour of beginning and ending each day with the time allowed for lunch; and permit the business agent at will to enter and examine cards and settle differences. Generally but one member of a firm or corporation is allowed to work at the trade. Some method of arbitration is often mentioned, generally with two or three to represent each side with an umpire when necessary. Variation from these provisions exist, as will be noted in several of the agreements which follow.

Asbestos Workers

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

The 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—in every direction from the city hall.

A good example of such agreements is that of Local No. 11, of Baltimore, Md., effective January 10, 1927, to December 31, 1928. The more important provisions of this agreement follow:

ARTICLE I. It is hereby agreed that the provisions of this agreement shall be binding upon the party of the first part individually and as members of said association and upon the membership of Local No. 11 individually and as members of said union within a radius of 30 miles from City Hall. Rand & McNally's railroad map shall be considered the official map of the trade. All places on said map touched or intersected by radius circle shall be considered within the territory, and in such cases the entire town or city limits of such places shall be considered within the territory. On operations outside of charted territory the nearest local union is to be given preference in the supplying of labor in excess of one mechanic and one improver.

ART. II. The "regular" workday shall be eight hours between 7.30 a. m. and 4 p. m., with lunch period determined by shop, except on Saturday, when work shall cease at 11.30, noon.

ART. III. The ratio of improvers may equal but not exceed a one-to-one ratio of mechanics in shop. No improver shall execute work unless in company with a mechanic.

ART. IV. All labor in excess of the "regular" workday, on Saturday afternoon, Sunday, and observed holidays, shall be known as overtime and shall be paid for at a double rate of wages if ordered by the employer. The observed holidays are: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day except in special cases of emergency and then only when triple time is paid.

ART. V. There shall be no lockouts except when same is of general nature and ordered by the Building Trades Employers' Association, or strikes except when of a general nature and ordered by the Building Trades Council. Trades 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 a disinterested umpire, whose findings shall be final and binding.

ART. VI. The individuals, firms, or corporations comprising the party of the first part agree to execute their work as described in Article XI as direct employers of Local No. 11 membership, and not to sublet any of same, nor the labor thereof; and Local No. 11 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. 11 estimate on or give any labor figures.

ART. VII. In cases where an "emergency" exists for which Local No. 11 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. 11 until replaced by members of said union.

ART. IX. Members of Local No. 11 shall receive board when on jobs requiring same in the amount actually expended by them, and shall receive railroad transportation and local car fares to excess of two city fares daily figured from Baltimore City Hall to job and return to city hall. 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. X. Members of Local No. 11 shall be at a point 45 minutes travel time (Sparrows Point and Fairfield excepted) from the shop employing them at 7.30 a. m. and 4 p. m., and shall take out-of-town conveyance 6.45 a. m., and return 4.45 p. m., day travel beyond said point shall be paid for during the regular working hours.

ART. XIV. Local No. 11 shall have a permanent office address with telephone service, where their business agent or authorized officer can be communicated with between _____ and _____ a. m., and 5 and 6 p. m., each working-day for the purpose of answering inquiries and providing necessary service to the trade.

ART. XV. Local No. 11 agrees there shall be no limitations or restrictions placed upon the individual working effort of its membership.

ART. XVI. Either party to this agreement desiring to renew it in present form or with change or amendment shall make known such intention in writing 90 days prior to the expiration of this agreement.

Bricklayers

THE Bricklayers, Masons, and Plasterers' International Union of America includes besides those 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 for one year with contractors' associations and occasionally with individual contractors.

Local No. 2, Pittsburgh, made an agreement June 11, 1927, with the Western Pennsylvania Brick Contractors' Association, which is here given nearly complete. The provisions in Article III are common to many agreements:

ARTICLE I. Eight hours shall constitute a day's work, to be performed between the hours of 8 a. m. and 5 p. m., except on Saturdays, when the bricklayers shall stop work at 12 o'clock noon.

ART. III. SECTION 1. There shall be no limitation to the amount of work a man shall perform during his working-day.

SEC. 2. There shall be no restriction as to the use of machinery or tools.

SEC. 3. There shall be no restrictions to the use of any raw or manufactured material, except prison made.

SEC. 4. No person shall have the right to interfere with workmen during working hours.

SEC. 5. The use of apprentices shall not be prohibited. This section is subject to Article XIX, which is a copy of the apprentice laws of the Bricklayers' Union No. 2, of Pittsburgh, Pa.

SEC. 6. The foreman shall be selected by and be the agent of the employers, and shall be a mechanic in his regular line.

SEC. 7. All workmen are at liberty to work for whomsoever they see fit.

SEC. 8. All employers are at liberty to employ and discharge whomsoever they see fit.

ART. VI. No cement or lime mortar shall be spread on walls or piers except by bricklayers.

ART. VII. No work shall be performed on Labor Day, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day, Sunday, and Saturday from 12 o'clock noon until 12 o'clock Sunday night, as these shall be considered legal holidays, and any member working on the above holidays shall be paid double time.

SEC. 2. In case of necessity, overtime shall be worked, when double time shall be paid.

ART. VIII. SEC. 1. All scaffolding shall be of sufficient width to afford proper working room, and must be at least 4 feet wide. A ladder shall be placed to all scaffolds over 45 inches in height from ground or floor. The erection of all scaffolding shall be superintended by a foreman bricklayer.

SEC. 2. Drinking water in pails shall be provided at reasonable intervals on all jobs.

SEC. 3. When bricklayers are employed laying firebrick, artificial stone, or architectural terra cotta the contractor shall pay for the sharpening of their tools required for the work.

ART. IX. SEC. 1. All bricklayers shall be paid on Saturday (before quitting time), pay to close on Thursday at 5 o'clock p. m.

SEC. 2. When a member of any union in this jurisdiction is discharged or laid off for any cause, he shall, upon request, be paid in cash or office order. An office order shall entitle him to amount due and one hour additional time, and must be honored when presented at the office within one hour after dismissal, otherwise waiting time at the current rate of wages shall be paid.

ART. X. All foremen over bricklaying in this jurisdiction must be practical bricklayers and members of the Bricklayers, Masons and Plasterers' International Union, whether engaged in laying brick or not, and no foreman or apprentice shall lay brick before or after regular working hours, except as provided in Article VII.

ART. XI. When there are bricklayers working on any job, and structural iron workers or others are at work, said bricklayers shall be provided with a proper covering to protect them from danger; such covering shall be provided by the contractor, and if the protection is refused, the members shall refuse to work.

ART. XIV. Contractor to furnish a suitable room or waterproof shed on all jobs, for the exclusive use of the bricklayers, for the purpose of keeping their tools and clothes in, to be kept clean at all times, and the steward to be furnished with a key. And in case of fire or theft of the tools or clothing of the members of this union placed within said shanty or shed for safety, the employer shall be held responsible for such loss. Each shanty or shed must be properly heated from November to April. Tool houses must not be located without consultation with and agreement with the steward on the job.

ART. XV. SEC. 1. When bricklayers are started to work by foreman, he must start all of them if there is room on the job for all to work.

SEC. 2. Any member of Local No. 2 who shall report for work and upon reporting at the job shall not be placed at work, he shall receive two hours' pay for reporting, unless unable to work on account of inclement weather conditions.

ART. XVI. When bricklayers must take a train to reach a job, contractors must purchase tickets for them in advance.

ART. XVII. Any member reporting for work within the jurisdiction of Local No. 2, who shall lose time through no fault of his own, shall receive two hours' time for reporting.

ART. XVIII. There shall be no cessation of work on account of any dispute or misunderstanding. Should any dispute or misunderstanding arise, the same shall be referred to a joint arbitration committee, consisting of three members from the Western Pennsylvania Brick Contractors' Association and three members from the Bricklayers, Masons, and Plasterers' International Union. In case they can not agree, the executive board of the international union shall be notified of the situation, and at the expiration of 10 days this joint arbitration committee shall select an umpire, whose decision shall be final and binding on all parties. It is mutually understood and agreed that any work relative to trade jurisdiction in dispute shall be discontinued pending the decision of the joint arbitration committee.

ART. XIX. SEC. 1. Apprentices shall be under the jurisdiction of the arbitration committee of the Bricklayers, Masons, and Plasterers' International Union. All applications for apprentices by contractors must be referred to the arbitration board and they shall decide as to the contractor's ability to teach the boy the trade. The contractors or some representative and the applicant should appear in person before the arbitration board.

SEC. 2. The scale of wages for apprentices during the life of this agreement shall be \$12 per week for the first six months, and \$15 per week for the second six months of the first year of his apprenticeship. Forty-five cents per hour for the first six months of the second year and 55 cents per hour for the second six months of the second year. Sixty-five cents per hour for the first six months of the third year and 80 cents per hour for the second six months of the third year, and \$1 per hour for the fourth year.

SEC. 4. Apprentice boys in the first and second year at the trade shall have one-half day each week, with pay from their employers, to attend school, on such days as the board may be able to arrange with the board of education.

ART. XX. It is further understood that the authorized business agent of Local Union No. 2 of the Bricklayers, Masons, and Plasterers' International Union is permitted on the job when necessary.

ART. XXI. * * * It is further agreed that no change in the existing working conditions shall be made during the life of this agreement.

ART. XXII. Nothing in this agreement shall be construed as interfering with the right of Bricklayers' Union No. 2 of the Bricklayers, Masons and Plasterers' International Union to obey every existing law of the Bricklayers, Masons and Plasterers' International Union of America.

It is understood, however, that if the enforcement of any of the existing laws of the Bricklayers, Masons and Plasterers' International Union of America shall require a violation of any article or section of this agreement, then Local Union No. 2 shall not be called upon to obey the conflicting law until the International Officers of the Bricklayers, Masons and Plasterers' International Union have met with the arbitration committee, provided in Article XVIII, and explain the cause for confliction, and arrange for the enforcement of the article in question in a manner which is mutually agreeable.

ART. XXIII. On jobs where time clocks and checks are used, bricklayers shall not punch clocks or take out checks before 8 o'clock a. m., or punch clocks or return checks after 4.30 p. m.

ART. XXIV. A bricklayer wishing to leave a contractor before said contractor is through with him may demand his money the same as if he were discharged, by giving notice to the contractor the day before.

With the explanations herein noted and with the understanding by the union and the employers that nothing in this agreement shall interfere with the right of the union to obey all laws and rules of the international union, and the mandates of the executive board.

Approved this 14th day of June, 1927.

The following extracts are from the agreement of Local No. 1, Philadelphia, with the Employing Bricklayers' Association, May 1, 1927, to April 30, 1928:

ARTICLE 1. SECTION 2. All bricklayers acting in the capacity of foremen, and deputy foremen, must receive at least \$1 per day above the basis of wages.

ART. 2. SEC. 2. No foreman shall lay brick before or after the regular working hours, as prescribed in section 1 of this article except as overtime.

SEC. 4. There will be no time lost by bricklayers while waiting for or building scaffold during working hours. The erection of all scaffolds to be done under the supervision of a journeyman bricklayer.

SEC. 6. Where the checking system is in vogue, 10 minutes shall be allowed to check in or out or provide a separate booth for bricklayers.

ART. 5. SEC. 1. When necessary to work in relays, all work done between the hours of 5 p. m. and 8 a. m. shall be paid for at the rate of time and half time, no employee to work more than 8 hours in any 24 unless paid at the rate of double time—it being understood that two or more working forces constitute relay work. Relay gangs to alternate.

ART. 9. SEC. 4. Any member of the bricklayers' union desiring to become a contractor is requested to identify himself with the Employers' Association or continue his membership in No. 1, and is requested to sign the existing agreement at a regular meeting of this joint conference.

ART. 11. SEC. 1. No employing bricklayer shall be permitted to sublet any part of his masonry work except stonework and hollow-tile floor arches.

ART. 12. SEC. 1. All operations of brickwork must have a foreman bricklayer, who shall be a member of the Bricklayers, Masons, and Plasterers' International Union, and through him the bricklayers shall receive their instructions.

Carpenters

THE United Brotherhood of Carpenters and Joiners of America aims to include in its membership all who are engaged in carpentry 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, cabinetmakers, box makers, reed and rattan workers, runners of woodworking machinery, and groups of the same.

The agreements vary somewhat in contents, depending on the character of the work of the members of the unions. Unions affiliated with the building trades have agreements conforming to those of 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, though in the two examples here given the agreements are made with individual 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 in which they are working.

The agreement of the District Council of Carpenters in Rochester, N. Y., May 15, 1927, which follows, is given practically complete:

1. Made this _____ day of _____ by and between _____ of Rochester, N. Y., party of the first part, and the Carpenters' District Council of Rochester and vicinity, party of the second part, for the purpose of serving the best interests of the community in making building costs as low, stable, and certain as possible consistent with fair wage rates; for providing means for a peaceful adjustment of all grievances, disputes, and differences of opinion which may arise between parties hereto; for the prevention of waste, unnecessary expense, annoyances or delays, and for the advancement of labor and management in skill and productivity.

2. There shall be no other agreement, expressed or implied, between the parties hereto other than those hereinafter set forth in this agreement.

3. There shall be no cessation of work at any time on account of jurisdictional disputes.

4. It is agreed that the party of the first part shall employ none but members of the party of the second part; if such workmen can not be obtained by applying to the business agents, workmen or mechanics who are willing and eligible to become members of the party of the second part may be employed, it being understood that any such mechanic or workman who may refuse to become a member shall be replaced by a competent member of the party of the second part.

5. All foremen on jobs where there are more than four men employed shall receive at least 10 cents per hour additional, and they must be carpenters and members of the party of the second part.

6. It is further agreed that the party of the first part shall not employ more than one apprentice to every four journeymen on the job. Anyone working at the trade less than four years and under the age of 22 shall be classed as an apprentice.

7. It is further agreed that eight hours shall constitute a day's work, to be performed between the hours of 8 a. m. and 5 p. m., with one hour or less for noon, except Saturdays, when working hours shall be from 8 a. m. to 12 m., these to be known as regular working hours. All work performed outside of regular working hours, Sundays, and holidays shall be paid for at the rate of double time. The following days or days celebrated as such shall be recognized as legal holidays: New Year's, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No work to be performed between the hours of 12 m. and 5 p. m. Saturdays or on Labor Day, except in case of danger to life or property or with permission from the district council.

8. Two shifts may be worked, as follows: First shift to work from 8 a. m. to 4 p. m.; the second shift from 4 p. m. to 12 p. m. The second shift is to receive 10 hours' pay for same. In case of three 8-hour shifts, the first shift working from 8 a. m. to 4 p. m. shall receive the regular pay for 8 hours; the second and third shifts, working from 4 p. m. to 12 midnight and from 12 midnight to 8 a. m., respectively, are to receive 9 hours' pay for same. Under no circumstances shall any man be permitted to work in more than one shift. Permission of the district council must be obtained at least 24 hours prior to working any shift work.

9. * * * All men working on hoists or scaffolds on outside of building over 100 feet in height shall be paid at the rate of double time. All men must be paid off on the job weekly in United States currency, during working hours, not later than Saturday noon, or if required to call at the office or shop for their money, they shall be allowed sufficient time to get there before quitting time. Discharged men must be paid off at the time of their dismissal.

10. All car fare in excess of two city fares per day shall be paid by the party of the first part.

11. No carpenter shall ring in or out on a time clock.

13. It is further agreed that the moving of all tools from one job to another shall be done by the party of the first part.

15. The party of the first part or owner shall furnish sanitary toilets as per State or city laws; also a suitable place for the keeping of men's tools, clothes, and for eating purposes, same to be used by and for carpenters only. The same shall be heated during the winter months.

16. The business agents or any other authorized representative of the party of the second part shall be allowed to visit the jobs of the party of the first part and interview the men during working hours.

17. During the terms of this agreement any question relating to its interpretation or its violation shall be submitted to and determined by conciliation and arbitration, it being understood, however, that the plain provisions of this agreement shall remain fixed during the term of this agreement. In the event of differences between parties, all work shall continue without interruption pending proceedings for conciliation and under the conditions prevailing at the time when the differences may arise. In the event that either of the parties claim the other is violating this agreement or is acting contrary to its provisions, or ought for any reason to change its conduct in any particular, such claim shall be reduced to writing and served upon the other, and two representatives of each party shall meet at a place mutually agreed upon at 8 o'clock in the evening of the day following the service of the claim for the purpose of conciliation.

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

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

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

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

The following sections are taken from the agreement of Hamilton County, Ohio, and Kenton and Campbell Counties, Ky., Carpenters' District Council, effective for one year from April 23, 1927:

ARTICLE IV. PARAGRAPH A. Where work is carried on in two or three shifts, the second and third shifts shall receive eight hours' pay for seven hours' work. Each shift shall consist of an equal number of members of the United Brotherhood of Carpenters and Joiners of America, and no member of the United Brotherhood of Carpenters and Joiners of America shall work on more than one shift in any 24 hours.

PAR. B. Working time on Saturday for the second and third shifts shall be between the hours of 12 o'clock noon until 8 o'clock p. m. The second shift shall work from 12 o'clock noon until 4 o'clock p. m., and the third shift from 4 p. m. until 8 p. m.

ART. VIII. In case of a lay-off each member of the United Brotherhood of Carpenters and Joiners of America shall be notified one hour before time of lay-off, and if laid off during the week shall be paid in full at time of lay-off.

ART. X. Where there are two or more men working on a job as contractors and are using tools, all but one shall be required to be members of the United Brotherhood of Carpenters and Joiners of America.

ART. XI. If at any time union-made millwork can be had, same shall be used by the contractors.

Extracts from 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, were printed in Bulletin No. 448 (p. 36). The same bulletin contains sections from an agreement made November 22, 1926, between Ship Carpenters' and Joiners' Local, No. 1506, and employers of Portland, Me. (pp. 36, 37).

Articles taken from the agreement of Hardwood Finishers' Local No. 1273, with the Louisville Store Fixture Co., May 1, 1927, read as follows:

SECTION I. Party of the first part hereby agrees to employ only members of Local 1273, party of the second part, known as hardwood finishers, but should party of the second part be unable to supply party of the first part with journeymen, then party of the first part shall have the privilege of using outside workmen, provided said workmen make application for membership in party of the second part and shall give an order on his wages to party of the second part for his initiation fees to be paid at the rate of \$1 per day until paid in full, when he shall be initiated into party of the second part local if qualified as a mechanic.

SEC. II. Eight hours shall constitute a day's work, to be performed between the hours of 7.30 a. m., 4 p. m., except when working overtime from 8 to 10 hours, time and one-half; all work over 10 hours, double time, except on Saturday work shall cease at noon. Saturday afternoon, Sunday, and holidays to be paid for at the rate of double time. The holidays to be recognized as follows: Decoration Day, Fourth of July, Thanksgiving Day, and Christmas Day. Be it understood no work on Labor Day at any price.

SEC. V. It is understood where members use spray machine they are to receive _____ per hour. Members refusing to use spray machine shall not be discriminated against.

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 other workers 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 to 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 privileges to special groups, recommend fixing qualifications for engaging in the electrical construction industry, and recognize the right of collective bargaining.

Generally the agreements are 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 work Saturday afternoons, Sundays, and holidays. The agreement of Local No. 481, of Indianapolis, effective March 26, 1927, for two years, contains several provisions common to various electrical workers' agreements, as follows:

ARTICLE 1. The following preamble and declaration of principles, which have been adopted by the Association of Electragists, International, and the International Brotherhood of Electrical Workers, are hereby made a part of this agreement and affirmed as the principles under which the contracting parties agree to operate:

Preamble

The vital interests of the public and the employee and employer in industry are inseparably bound together. All will benefit by a continuous peaceful operation of the industrial process and the devotion of the means of production to the common good.

Principles

A. The facilities of the electrical industry for service to the public will be developed and enhanced by recognition that the overlapping of the functions of the various groups in the industry is wasteful and should be eliminated.

B. Close contact and mutually sympathetic interest between employee and employer will develop a better working system, which will tend constantly to stimulate production while improving the relationship between employee, employer, and the community.

C. Strikes and lockouts are detrimental to the interests alike of employee, employer, and the public and should be avoided.

D. Agreements or understandings which are designed to obstruct directly or indirectly the free development of trade or to secure to special groups special privileges and advantages are subversive of the public interest and cancel the doctrine of equality of rights and opportunity and should be condemned.

E. The public interest is conserved, hazard to life and property is reduced, and standards of work are improved by fixing an adequate minimum qualification in knowledge and experience as a requirement precedent to the right of an individual to engage in the electrical construction industry, and by the rigid inspection of electrical work, old and new.

F. Public welfare, as well as the interests of the trade, demands that electrical work be done by the electrical industry.

G. Cooperation between employees and employer acquires constructive power, as both employees and employer become more completely organized.

H. The right of employees and employer in local groups to establish local wage scales and local working rules is recognized, and nothing herein is to be construed as infringing that right.

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

J. There shall be no restriction of the use of machinery or tools by the parties of the second part.

K. All workmen are at liberty to work or cease work for whomever they see fit, and employers are at liberty to employ or discharge whomsoever they see fit in accordance with the terms of this agreement.

L. The duly authorized business agent of Local Union No. 481 shall be allowed to visit any work at all times to transact necessary business; but must not interfere with the progress of the work.

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

N. The foreman shall be selected by and be the agent of the employer.

Working rules

ARTICLE 2. It is mutually agreed by the parties signatory hereto that this agreement shall take effect upon its signature and shall remain in effect permanently or until nullified by 12 months' notice of either party to the other in writing.

ART. 4. All questions in dispute pertaining to either wage rates, changes or violations of the working conditions under this agreement, shall be referred to a joint conference committee of three members appointed by each of the contracting parties, who shall meet within 24 hours' 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 the same shall be referred to the Council on Industrial Relations for the Electrical Industry, whose unanimous decision shall be final and binding on both parties.

ART. 5. It is further understood and agreed by and between the parties hereto that during the continuance of this agreement there shall not be any strikes whatever or lockouts declared or permitted by either party hereto, except that official action of the Contractors and Builders Exchange of Indianapolis (or any recognized association acting as such), or of the Building Trades Council of Marion County, affecting their members in calling a lockout or strike, may be respected by the parties hereto, without being a violation of this agreement.

ART. 6. If the party of the second part fails to furnish a sufficient number of journeymen or helpers to the party of the first part, then the party of the first part shall have the right to employ men not members of Local Union No. 481, I. B. E. W., and a permit shall be granted them by the business agent, but in no case shall the employer put any person to work until he shall at first secure a permit. When men are laid off, all men with permits must be laid off first.

ART. 9. Members of the party of the second part shall not engage to perform any class of electrical construction work until he has first withdrawn from Local Union No. 481, I. B. E. W. (except for parties having signed this agreement). If any party of the second part is without employment and shall find a job of work to be done, he shall report same to any party of the first part, who will give the party of the second part opportunity for employment on this job.

ART. 10. No employer of labor for the installation of electrical work shall be given any better terms or conditions regarding hours of labor, wages per hour, etc., by parties of the second part than are given to the parties of the first part.

ART. 11. The party of the second part agrees to furnish the party of the first part as many thoroughly first-class workmen as required by the party of the first part and upon failure to do so after 24 hours' notice, party of the first part will be at liberty to employ workmen other than members of Local Union No. 481, party of the second part, to furnish such workmen permits. Permits are not to be canceled without due notice to the party of the first part, and not until after satisfactory arrangements have been made with the party of the second part for furnishing men satisfactory to the party of the first part.

ART. 13. The electrician in charge of the job shall be held responsible for all errors or omissions on job, and shall correct any improperly performed or defective work on his own time and without expense to the contractor.

Wage scale and wage conditions

Overtime (that is, time other than the above, and New Year's Day, Decoration Day, Labor Day, Fourth of July, Thanksgiving Day, and Christmas, or

days celebrated as such) for journeymen wiremen, junior journeymen, chandelier hangers, and helpers working with them, shall be double the straight-time rate. Shop men to be paid double the straight-time rate on Saturday afternoons, Sundays, and holidays, and one and one-half times the straight-time rate for all other overtime. No work shall be done on Labor Day except in cases of extreme necessity.

Any agreement reached by the Marion County Building Trades Council and the Builders Exchange of Indianapolis (or any recognized association acting as such) in respect to the five-day week shall be adopted as a part of this agreement.

All car fare other than the city fare and all car fare in excess of that necessary to come to and from work shall be paid by the employer.

Workmen traveling out of Indianapolis in the jurisdiction of this contract shall receive straight time for all hours while traveling between the hours of 6 a. m. and 6 p. m.

Workmen must be at work on time—that is, at the job ready to commence actual operations at the specified starting time. If required to report at the office or shop, to report at such place 15 minutes before the regular time to start work.

Employees instructed to report for work and being unable to proceed with the same through the fault of the contractor shall receive a minimum of two hours' time for so reporting.

The following sections are taken from the agreement of Local No. 226 with the electrical contractors of Topeka, Kans., August 1, 1927:

SECTION 4. Eight hours shall constitute a day's work, same to be performed between the hours of 8 a. m. and 5 p. m. of each calendar day, with the exception of holidays. Holidays to be observed are as follows: Sundays, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be performed on Labor Day unless life or property is endangered. Saturday afternoon from 12 o'clock noon during June, July, and August, time and one-half shall be paid. It is further agreed that one man shall be left in each shop on Saturday afternoons at straight time to do emergency work. Time and one-half shall be paid for overtime as follows: From 5 p. m. until midnight on working-days. Double time shall be paid for all overtime work performed from 12 o'clock midnight until 8 a. m. on working-days and for all holidays herein specified.

SEC. 5. Wages shall be paid in full weekly, up to and including the day previous to pay day. Workmen, if required to wait after working hours on a regular pay day for their pay, shall turn in time at overtime rate, to be added to next week's pay.

SEC. 8. If the workman is employed on work outside of Topeka and suburbs and resides near such work, he shall report on the job at the regular time and receive no car fare.

SEC. 12. It is hereby further agreed that all applications for an agreement shall be in the hands of the executive board of the party of the second part 30 days before date set by party applying for an agreement shall start contracting. Any contractor before becoming a party of the first part shall have an established place of business, with tools and materials in said place of business, commensurate with said business to be done and shall have a telephone and attendant for conducting their business. However, in case any member of party of the second part desiring to enter the contracting business and to become a party of the first part, shall also give notice in writing to the executive board of the party of the second part at least 30 days prior to entering business, but will be allowed 60 days in which to qualify with the full provisions of this agreement. If unable to qualify in full after said 60 days' trial, said journeyman shall immediately cease contracting and again deposit his card with the party of the second part, and shall not again enter the contracting business for a period of 6 months, under penalty of fine, expulsion or both.

SEC. 13. It is further agreed by the party of the first part that they will perform no work other than emergency work, and further agrees that a journeyman member of the brotherhood must be employed before a member of the firm or corporation shall work. It is further agreed that there shall be

but one working member of the firm or corporation except the present number of members or stockholders now working.

SEC. 14. Local Union No. 226 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.

SEC. 15. It is also further agreed that all work being done by party of the first part, and party of the second part, shall be done in accordance with the code of the National Board of Fire Underwriters, as now or hereafter in effect, and any city ordinance that is now or may hereafter be in effect. Any violation or instruction to violate this section by either party shall be punishable by fine, expulsion, or cancellation of this agreement as the case may be.

Several of the sections of the agreement of Linemen's Local No. 2 with an employer in St. Louis, July 16, 1927, are here given :

SECOND. Sundays and holidays shall be paid for at the rate of double time.

SIXTH. Linemen may act as assistant to foreman at lineman's rate of wages.

SEVENTH. The party of the first part shall have the right to determine whether or not he wishes to employ lineman as foreman over labor gangs.

EIGHTH. When it is necessary to have more linemen in any pole constructions or cable gangs, the foreman of the gang shall request a sufficient number of men to complete the job with safety to all concerned, and these additional men shall be journeyman members of the party of the second part.

NINTH. Any party of the second part who may be laid off or discharged shall receive pay for two hours' time on account of going for pay, unless said parties pay off immediately on discharge or when laid off.

TENTH. Any party of the second part reporting for work and through no fault of his own being unable to work, such as inclement weather or lack of material or other causes, shall be paid for two hours' work.

In case any party of the second part, having started the day's work shall, after completing the first two hours' work, through no fault of his own, as before stated, be unable to work, or continue to work, he shall be paid for one-half day. This applies also to the afternoon. This clause applies to those parties who remain on the job until sent home.

Most of the working rules in the agreement between Fixture Workers' Local No. 514 and the Lighting Fixture Dealers of Detroit, May 1, 1927, to March 31, 1928, are as follows :

ARTICLE I. SECTION VIII. Men are to correct, at their own expense, work which they assemble or install in violation of the city or code requirements ; also work considered defective or not up to the standard agreed upon by the joint committee. It is also understood that any damage to walls, ceilings, or customer's property is to be taken care of the same as defective work. Employer has the right to look to Local No. 514 for the settlement of claims.

SEC. IX. Men are not to be away from their work on employer's time. By this it is meant that they shall not leave their work without first notifying their employer.

SEC. X. When employers are responsible for the wrong or inferior material being used they shall assume the expense incurred in the adjustment.

SEC. XI. Any fixture man having charge of two or more journeymen on a job shall receive a minimum rate of 10 per cent above the prevailing wage rate of journeymen fixture men.

SEC. XII. There shall be no sympathetic strikes without the approval of the international office of the International Brotherhood of Electrical Workers and the committee of the employers.

SEC. XIII. Men reporting for work in the morning and through no fault of theirs are unable to proceed with their work shall be allowed two hours' time for so reporting. Men starting to work and laid off before noon shall be paid at least four hours' wages ; men starting to work after noon (12 p. m.) and laid off before 4.30 p. m. shall receive at least four hours' wages.

SEC. XIV. It shall be the duty of journeymen and helpers to report all materials left on jobs upon returning to shop and to leave all jobs in first-class condition.

SEC. XV. Stewards shall not function during working hours. By this is meant they shall not devote any time to duties other than those of their employer while they are on his pay roll.

SEC. XVI. Members of Local Union No. 514 shall not neglect their work on jobs to investigate the standing of other workmen. If anything should occur on a job which seems irregular, it should be called to the business agent's attention and left for him to carry on the necessary investigation.

ART. II. SEC. II. Labels to identify the mechanic who installed the fixtures, also the company by whom he is employed, shall be placed on the meter board. Labels to be furnished by parties of the second part.

ART. IV. SEC. 1. Employees who own automobiles and who use same to convey material, or in going to jobs for their employers, shall receive the minimum sum of 10 cents per mile. Firms having sufficient cars of their own will naturally make use of employees' cars at their own discretion. Employees to carry liability and property damage insurance on their own cars.

ART. V. SEC. I. It is understood that all employers of members of Local No. 514 shall carry liability insurance, and that no member of Local No. 514 is to work for a firm unless protected by insurance as called for under the workmen's compensation laws of Michigan.

ART. VI. SEC. I. No employer of labor for the assembling and installing of lighting fixtures shall be given any better terms or conditions by the parties of the second part than are granted parties of the first part.

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

INCLUDED in the International Union of Steam and Operating Engineers are those persons who operate steam boilers or heating plants in buildings; stationary, marine, Diesel, gas, air, and electric engines, or any machine, 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—which may displace the steam engine. 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, though both agreements here discussed are made with individuals. The agreement between the Steam and Operating Engineers' Union, Local No. 874, Cleveland, Ohio, and the sewer, paving, and excavating industries May 1, 1927, is given comparatively complete. Most of the sections, except those relating to wages and arbitration, follow:

Whereas the parties hereto desire to stabilize employment in the sewer, paving, and excavating industries, agree upon wage rates, hours, and conditions of employment and do away with strikes, boycotts, lockouts, and stoppage of work.

The employers and the union sign this agreement as the authorized agents of their companies, partnerships, and corporations, and membership in respect to all the matters set forth in this agreement and the provisions of this agree-

ment shall be binding upon both parties in the sewer, paving, and excavating industries.

ARTICLE I. The employer and union, recognizing the necessity of eliminating restrictions and promoting efficiency, agree that no rules, customs, and practices shall be permitted that limit production or increase the time required to do the work.

ART. II. No limitations shall be placed upon the amount of work which an employee shall perform during the working-day, nor shall there be any restrictions against the use of machinery, tools, or labor-saving devices, nor against the use of materials, raw or manufactured, except prison-made materials.

It is understood that "union's" men shall not be compelled to work on the same job with nonunion men in the same trade, except as provided in Article V.

No member or members of the union shall leave his or their work because nonunion men in some line of work or trade other than those already organized and employed in these industries are employed on the same job.

Employer shall not collect dues or initiation fees for union, and shall not in any way act as the agent of the union.

Master mechanics when required by the employer shall be selected by the employer and they shall be answerable to the employer, and they shall be members of the union.

The employer shall not be required to hire union's men through the union or through its representatives, but may employ them direct.

ART. III. Eight hours shall constitute a day's work, between the hours of 8 o'clock a. m. and 4:30 p. m. This shall be known as the regular working-day and shall be time actually employed at work.

ART. IV. * * * Employees shall be paid once each week in currency on the job. Any contractor who pays with a check and he fails to have sufficient funds in the bank to meet all pay checks issued to members of the union shall be cause for stoppage of his work immediately upon the information being transmitted to the union's representative, and there shall be no resumption of work until a sum not less than the expense incurred in collecting the amount due and the full amount of the check involved has been paid and the forfeiture of any further rights to issue checks to the union's membership.

ART. V. Whenever the union fails to furnish a sufficient number of competent men affiliated with the union to meet the needs of the employer, the employer may hire such additional men as may be required to meet his needs, regardless of their affiliation or nonaffiliation with any union. Such additional men shall be allowed to work without interference or molestation, and shall not be required to join the union or pay dues, assessments, or permit fees to the union. Such additional men shall be released at the end of the day's work when the union furnishes the number of men required by the employer. The union agrees to maintain an office with phone service available from the hours of 7 a. m. and until 5 p. m. Failure of the contractor to call the office shall not permit the placing of nonunion men on work under this clause.

ART. VII. * * * Pending the conclusion of arbitration there shall be no stoppage of work, and should work be stopped by either party, the officers of each party agree to immediately direct resumption of work. Each party agrees to carry out any decision or finding so made.

ART. VIII. The provisions of this agreement shall continue in force and effect until May 1, 1928, and thereafter from year to year until terminated at the option of either party after three months' notice in writing to the other party.

ART. IX. Working rules: All labor performed by an employee in excess of the regular workday shall be paid for by the employer at the rate of one and one-half times the regular rate.

All labor performed on Saturday afternoon on 44-hour basis week shall be paid for at double time. All labor performed on Saturday afternoon after 4:30 p. m. on 48-hour basis week shall be paid double time. All labor performed on Sundays and the hereinafter-mentioned holidays shall be paid for at double time.

The observed holidays shall be New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. There shall be no work on Labor Day except in special cases of emergency.

No weekly employee shall lose time because of holidays. When required to work on holidays, they shall be paid double time. Holidays shall be of 24 hours' duration.

Employer agrees to carry State compensation or other liability insurance for the protection of the union's men.

No member of the union will accept employment for employer unless previous employees have been properly paid off and discharged.

The agreement of Locals Nos. 506 and 506-A, of Philadelphia, effective May 1, 1927, contains the following articles:

ARTICLE X. SECTION 1. Engineers will not work upon any structure where they are not protected by temporary shelter overhead. The conditions demanded by the Pennsylvania State Scaffold [Code] shall be recognized and complied with by the employers.

SEC. 2. No steward of Local 506 shall be discharged for attending to his official duties in examining cards of the engineers on the work; neither will the business agent be interfered with when visiting any building under construction while attending to his official duties.

ART. XI. SEC. 2. Engineers temporarily laid off and reemployed after the expiration of time not to exceed six working-days shall be paid for the days of the week preceding his reemployment.

SEC. 3. Engineers raising steam in the morning shall be paid one hour's pay for the same at the rate prevailing for that day. If required to hoist any material before the usual starting time, he shall be paid two hours for same.

SEC. 4. Engineers will be permitted to make but one change, a shift from one boiler or machine to another, and must finish the day on the second machine. Should they change from a job classified at lower rate of wages, or vice versa, the highest rate shall be paid.

ART. XII. SEC. 1. Members of Local 506-A shall be paid \$39.60 per week of 44 hours' straight time. Duties of apprentice engineer: To fire boilers, assist engineer to wash out boilers, clean tubes, and help to do all general repair work, setting and dismantling of all portable machinery and boilers coming under our jurisdiction. Apprentice engineers shall fire not more than two boilers. Where apprentice engineers act as watchmen and raise steam for the regular engineer, he will be permitted to look after not more than three boilers. Four and up to six boilers require second man. In no case shall apprentice engineer take charge of a boiler or boilers without licensed engineer in charge. Engineers or master mechanic requiring helpers shall employ members of Local 506-A. Apprentice engineers shall receive the same working conditions as the engineers.

Granite Cutters

THE membership of the Granite Cutters' International Association of America includes persons employed at 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 frequently for three years and generally contain a higher rate for building than for monumental work.

The three-year agreement of the Chicago branch with their employers, April 1, 1927, is made in more detail than many. Extracts follow:

SECTION 1. Agreement to govern members of the Granite Cutters' International Association of America, in the city of Chicago and vicinity, State of Illinois, for a period of three years, commencing April 1, 1927, and expiring April 1, 1930.

SEC. 3. Eight hours shall constitute a day's work, for the first five days of the week, from November 1 to April 1, not more than 40 hours to be worked, except in emergency cases, as provided in the Granite Cutters' International Association constitution. Five and one-half days to be granted during all—or part of—any five months between April 1 and November 1, during the term of this agreement.

SEC. 4. * * * Members working beyond city limits to be paid full time for traveling time, including all expenses. Members sent to other cities shall be paid half time while traveling in their own time and full time while traveling during working hours.

Members coming from out-of-town branches must have their cards deposited 30 days in the Chicago branch before working on buildings.

SEC. 5. No overtime to be worked except in cases of emergency, such as from spoiling or breaking of stone, delay in quarrying large sizes of stone; stone required to finish a building or job, 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 overtime shall be paid double time. The following days will be constituted holidays: New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

SEC. 6. Pay day to be the last working-day of each week, members to be paid off during working hours, not more than four hours to be held back, and to receive their wages in cash.

SEC. 7. Any member who by reason of old age or disability is unable to earn the standard rate, shall be allowed to work for such lower rate as a committee of this branch shall decide.

SEC. 8. Piecework or subcontracting shall not be permitted between employer and employee.

SEC. 10. Manufacturers in need of men, to notify branch secretary or shop steward, giving them all information required, who will endeavor to procure same.

SEC. 11. When a member is discharged he shall be paid in full, at once, in cash; should he leave of his own accord, his employer to pay him off in check or cash.

SEC. 12. All surface machines to be located not less than 60 feet from the banker men. All dust creating machines must be suitably equipped with dust suction devices.

SEC. 13. Grindstones to be equipped to supply hot running water for use during cold weather, thoroughly boxed in, and turned down after working hours.

SEC. 14. Members jobbing away from shops shall quit work in time to be at their homes at the usual hour. Except when only a short time is required to finish the job, then he shall be paid double time for such time as such member shall spend in reaching his home after the regular quitting time.

SEC. 15. No tool called bumper to be worked whatsoever nor drilling machine with exhaust hose attached. Any machine that can not be used in the ordinary way for cutting letters or edges to be classified as a bumper. The one and one-quarter-inch pneumatic hammer is not classed as a bumper under this rating.

SEC. 16. All air used in pneumatic tools to be heated in cold weather.

SEC. 18. Any National, State, or municipal law enacted for the betterment of wages or working conditions in our trade will be rigidly observed.

SEC. 19. Wherever possible, closets with running water shall be furnished in every shed. Closets must be kept in thoroughly sanitary condition, boxed in, and well ventilated, so as to eliminate all odors from same. Drinking water with sanitary bubbler to be provided in every shed and a suitable place to change clothes to be provided our members.

SEC. 20. Cutting sheds to be heated from whistle to whistle, from 15th of October until 15th of April. Heat to be turned on half an hour previous to starting time.

SEC. 21. Before suspending operations for the observance of any holiday or shut-down, employers must post notice in sheds, at least 24 hours before shut-down, stating what time work is expected to be resumed.

SEC. 22. The officials and adjustment committee of the Chicago branch are to be allowed in sheds during working hours on union business, after notifying the office or foreman.

SEC. 23. All foremen to be capable and practical granite cutters.

SEC. 24. In case of any grievance arising between employer and employee, such grievance is to be referred to the adjustment committee of both parties; pending their decision there shall be no strike, lockout, or suspension of work.

SEC. 27. The Chicago branch reserve his right not to cut granite coming from nonunion quarries.

SEC. 28. Recognizing the efficiency and utility of trade agreements between employers and employees, we mutually agree to recommend to the granite industry, where such agreements do not exist, that similar agreements be made as are in use in localities or on jobs where men belonging to the Granite Cutters' International Association are employed.

Tool sharpening

SECTION 1. Thirteen men are to constitute a gang in monumental shops, apprentices included.

SEC. 2. Twelve men to constitute a gang on buildings where a power grindstone is provided, otherwise eight men shall constitute a gang.

SEC. 7. No granite cutters to sharpen tools while a tool sharpener out of employment is in the branch. This section to be governed by the Granite Cutters' International Association constitution.

SEC. 8. Dust-proof partitions to be erected to protect sharpeners from dust.

Polishers

SECTION 1. The hours of labor and wages shall be the same as for cutters.

SEC. 2. One apprentice to every three machine polishers; where only two polishers are employed one apprentice will be allowed.

SEC. 4. At any time a journeyman is not to be found only members of the Granite Cutters' International Association are to take his place. No member other than a polisher to do any of a polisher's work when a journeyman polisher is not to be found.

SEC. 5. Apprentice polishers to serve two years and be governed as granite-cutting apprentices.

Apprentices

SECTION 1. There shall be allowed two apprentices to each full gang of granite cutters; where six or not less than three men are employed there shall be but one apprentice. No apprentice tool sharpener to be employed unless there are at least three journeymen tool sharpeners employed. No apprentice polisher to be employed unless there are at least three journeymen polishers employed.

SEC. 2. The term of apprenticeship at granite cutting shall be three years, at tool sharpening two years, and every apprentice shall become a member of the Granite Cutters' International Association within six months after beginning to serve his term.

SEC. 3. It shall be the duty of branches to see that apprentices are given a fair opportunity to make themselves proficient at their trade. The apprentice to be kept continuously cutting granite from time of his commencement. Apprentice to have the best run of work on the job in his last year.

The following additional sections are taken from the agreement of the Pittsburgh branch with their employers, April 1, 1927:

SECTION 1. Eight hours shall constitute a day's work for the first five days of the week, four hours shall constitute the workday for Saturday. The starting time from April 1 until October 1 to be 7.30 a. m. or 8 a. m., the other months of the year to be governed according to daylight. Saturday afternoons, Sundays, and established holidays and all overtime shall be counted double time. Overtime is not to be worked unless in a case of emergency, such as from the spilling or breaking of a stone, 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.

SEC. 2. Piece or premium work in any form shall not be allowed.

SEC. 10. Each yard shall be allowed one apprentice and one additional apprentice if working over 10 journeymen granite cutters; no apprentice to be over 21 years of age. Apprentices to sign contract to serve three years, and said contract must be approved by this branch, and it shall be the duty of the branch to see that the contract is fulfilled by both parties. No apprentice shall be allowed to break contract with any firm without the consent of this branch. Apprentices' wages shall be \$3 per day for the first year, \$3.50 per day for the next six months, \$4 per day for the next six months, \$4.75 for the next six months, \$5.50 per day for the next six months. Tool sharpener apprentice to serve two years.

SEC. 15. Any journeyman finding his stone defective in any way, or who has an accident, or makes a mistake in cutting, must notify the man in charge as soon

as he discovers the defect or mistake. Journeymen failing to do this forfeit all time worked on stone after defect, accident, or mistake is known to him. All cases to be referred to the committee for adjustment.

Hod Carriers and Building Laborers

THE International Hod Carriers, Building and Common Laborers' Union of America is comprised of local unions of 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 are generally short, though extracts from two long agreements are here given. They are made by district councils, where such exist, and with associations of employers wherever possible. Following are the principal articles of the agreement, including the provision for arbitration, between the executive council of Chicago hod carriers and building laborers and the general contractors of that city, effective January 1, 1927, to May 31, 1929:

ARTICLE I. Therefore, with the preamble and declaration of principles as part of and fundamental to this agreement, the Builders' Association of Chicago, party of the first part, and Hod Carriers, Building and Common Laborers' Executive Council of Chicago, party of the second part, hereby agree that 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. PARAGRAPH 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 of 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. However, members of the party of the second part shall not leave the work for at least 48 hours after the facts, with conclusive proof thereof, shall first have been filed with the joint conference board.

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. 4. The officials of the party of the second part shall have the right to take its men from the work for the purpose of collecting wages due its members,

but such matter shall immediately be referred to arbitration herein set forth. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

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.

Joint conference board

ARTICLE 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.

However, in cases of jurisdiction or other disputes between the party of the second part and another union, member of the same international association, the matter in dispute shall be settled in the manner set forth by their international constitution, but there shall be no abandonment of the work pending such settlement.

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.

Arbitration

ARTICLE VII. PARAGRAPH 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 the 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. 5. The umpire last chosen shall act until his successor is elected.

PAR. 6. In the event of the umpire not being able to continue to serve, a successor shall be selected in the manner set forth in Article VII, paragraphs 3 and 4.

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 conference 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 elected 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. 13. The joint arbitration board shall have the right to summon a member or members of the parties hereto as principals or witnesses of a dispute—said summons to be served through the president or secretary of the party hereto, of which said witness or principal is a member.

PAR. 14. Failure on the part of the arbitrators to meet as provided in Article VII, paragraph 11, and to present and maintain a quorum for the consideration of any matter referred to it, as provided in Article VII, paragraph 12, will be a violation of this agreement on the part of the association or union whose members on said joint arbitration board fail to have present sufficient members to transact business as provided in Article VII, paragraphs 11 and 12, and the matter in dispute may then be referred, by either of the parties hereto, to the umpire, whose decision shall be final and binding on the parties hereto.

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. 16. All questions or disputes coming before the joint arbitration board shall be decided by a majority vote and in accordance with Article VII, paragraph 12.

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.

General conditions

ARTICLE VIII. The presidents, or their duly authorized representatives, if having in their possession proper credentials, shall be permitted to visit jobs during working hours, to interview the contractor or the workmen, but they shall in no way interfere with the progress of the work.

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.

ART. XIV. Any contractor not a member of the party of the first part may receive the benefits and assume the obligations of this agreement by becoming a member of the party of the first part, or by signing this agreement and paying to the joint arbitration board a membership fee of \$100 and to the party of the first part for the term of this agreement, its customary fee and dues for the gross amount of work done in Cook County.

ART. XV. The parties hereto shall not pass or enforce by-laws or working rules conflicting with this agreement.

ART. XVI. The foreman shall report to the union and to the employer any accident which may occur upon the work.

ART. XVII. The following days shall be recognized as legal holidays and no work shall be done on these days except to protect life and property: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

ART. XIX. The parties hereto hereby agree that the following sums are fair and just in liquidation of damages because of violation of this agreement. Violations by individual members of the parties hereto, \$50 to \$250 for each violation; violation by either party hereto, or its officers or representatives, \$250 to \$1,500 for each violation.

And each of the parties hereto hereby agree for itself and its members to pay to the other within 30 days any sum, or sums, so assessed because of violations of agreement by itself, its officers, or representatives, or its member or members.

Should either party to this agreement fail to pay the amount so assessed within 30 days of its assessments, the party so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter will have been adjusted to the satisfaction of the joint arbitration board.

ART. XX. It is agreed by the parties hereto that this agreement shall remain in full force and effect from April 15, 1927, until June 1, 1929, except that the rate of wages shall be fixed for the period ending May 31, 1929, only. On or before the 1st day of February immediately preceding the expiration of the wage agreement, the arbitration board shall, if requested in writing by either party hereto, meet and fix the wages for the ensuing year, as set forth in Article VII, paragraph 15; otherwise the wages set forth herein shall continue for another year.

ART. XXI. It is further agreed that the party of the first part shall have the right, upon written notice to the party of the second part of its intention so to do, to assign this agreement to such association as it may designate, and in this event this agreement shall continue in full force and effect with the designated association.

ART. XXII. SEC. 1. Eight hours shall constitute a day's work, to be performed between the hours of 8 a. m. and 5 p. m. All laborers attending to bricklayers and masons shall, if necessary, start 10 minutes before starting time in the morning and at noon for the purpose of preparing for the bricklayers and stonemasons, so that these mechanics can start work on time. If it becomes necessary to start work before 10 minutes to 8 in the morning to be ready for mechanics to go to work at 8 o'clock, such work shall be paid for at the rate of time and one-half.

SEC. 2. Pay for overtime from 4.30 p. m. to 7 p. m., or from the end of the regular working-day to two and one-half hours thereafter, shall be time and a half for week days and double time for any other overtime and Saturday afternoons, Sundays, and holidays.

SEC. 3. Holidays shall be double time, the six holidays (or days celebrated as such) being New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

SEC. 4. When work is carried on with 2 or 3 shifts of men working 8 hours each, except as provided in sections 1, 2, and 3, then only single time shall be paid for both night and day work during week days; and where 6 shifts of 8 hours each are worked, 50 hours' time shall be paid; double time shall be paid for Sundays and the above-mentioned holidays.

No work shall be done on Labor Day except in case of necessity; and if work is performed, double time shall be paid, the contractor to be the judge of the necessity.

SEC. 5. * * * Any member of the party of the second part reporting for work upon order, expressed or implied, of the party of the first part and not put to work for any reason except weather conditions, fire, or accident, shall receive two hours' pay.

SEC. 6. It is hereby agreed that the laborers shall be paid on the job and before 12.30 p. m. every week on Saturday, except when the regular pay day is a legal holiday, in which case the contractor shall pay the day before or the day after the regular day at quitting time. When a laborer is discharged he shall be paid in full, and also if he is laid off, and demands it, except when the layoff is caused by bad weather or joists high, or the lack of material being furnished by other contractors. When a laborer quits of his own accord he shall receive his pay at the next regular pay day. Laborers shall receive no subs. Laborers shall be paid up to Thursday night. Payment may be made by check or in currency of the United States, at the option of the contractor.

SEC. 7. Time checks payable at the office of the employer shall be considered valid, providing the laborers be allowed two hours for traveling time. Said traveling time shall be added to the time check by the person issuing same. If he is not paid promptly upon his arrival at the office and is obliged to remain and wait there during working hours, he shall be allowed regular wages for such waiting time, Sundays and holidays excepted. When a contractor sends men from one job to another during working hours reasonable traveling time shall be allowed.

The more important articles of the agreement of Housewreckers' Union, Local No. 95, Borough of Manhattan, New York City, April 1, 1927, are given here:

That the parties hereto for the sum of \$1 and other good and valuable considerations have agreed and do hereby agree to and with each other as follows:

Third. It is understood and agreed by and between the parties hereto that 44 hours shall constitute a week's work, and that 8 hours shall constitute a day's work, said day's work to begin at [be from] 8 a. m. to 12 noon, with 1 hour for lunch, and from 1 p. m. to 5 p. m., except Saturday, when hours shall be from 8 a. m. to 12 noon; with a further understanding that any time worked by members of the party of the second part beyond these hours shall be paid at the rate of time and one-half.

Fifth. That the party of the second part shall select from its members a committee for the prevention and investigation of accidents, which committee shall be permitted at all times to enter upon and inspect each and every job on which any member of the party of the second part is employed.

Sixth: It is further understood and agreed by and between the parties hereto that the members of the party of the second part shall not be required to work for the party of the first part or any of its members during inclement weather, on New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, with the further understanding that should the members of the party of the second part work during such day or days as aforesaid the party of the first part and its members agree to pay to said members of the party of the second part double time; it being further understood that the party of the first part and its members agree to allow all members of the party of the second part two hours from work with pay on election day in order that the members of the party of the second part may exercise their right to vote.

Seventh: It is further understood and agreed by and between the parties hereto that the working week is to end on Thursday night and that all members of the party of the second part shall be paid on Saturday at 12.15 o'clock noon, and in case such members have to wait later than 12.15 o'clock noon they shall be paid time and one-half up to 5 p. m., and the party of the first part and its members further covenant and agree to pay off all employees in cash in envelopes, and to plainly mark on said envelope the amount due and the overtime worked and place where such employee was employed.

Ninth: It is further understood and agreed by and between the parties hereto that the party of the first part and/or its members shall not discharge or lay off any of the members of the party of the second part who are working on any

of the jobs of the party of the first part or its members before the end of the day, nor shall the party of the first part or any of its members pay off any members of the party of the second part before the end of the day unless the party of the first part and its members pay to said member of the party of the second part a full day's pay for the day on which the member of the party of the second part is paid off.

Eleventh: It is further understood and agreed by and between the parties hereto that the party of the first part and/or any of its members that have work on any job must carry compensation insurance in his or its name, and a delegate of the party of the second part has the right to call for proof of same, and if the members of the party of the first part do not prove to the satisfaction of the delegate that the member has such insurance, the delegate has the right to withdraw the member or members of the party of the second part until such time as proof is given.

Thirteenth: It is further understood and agreed by and between the parties hereto that the members of the party of the first part shall not employ anyone or do any work on their respective jobs on Labor Day, and the members of the party of the second part hereby agree that they will not permit any of their members to work on said holiday.

Fourteenth: It is further understood and agreed by and between the parties hereto that where there are two or more shifts on one and the same job that the shift or shifts which works between the hours of 5 o'clock p. m. and 8 o'clock a. m. shall be paid at the rate of time and one-half, it being understood and agreed that if the members of Local 95 work from 12 o'clock Saturday night or during any hours on Sundays or on any holidays that the party of the first part and its members shall pay to such members of the party of the second part double time for said services.

Sixteenth: It is further understood and agreed by and between the parties hereto that members of the party of the first part shall not, at any time, permit the members of the party of the second part to go on any job unless the member of the party of the first part first obtains a permit to start or continue the wrecking of said job.

Seventeenth: It is further understood and agreed by and between the parties hereto that the members of the party of the first part shall not, at any time, hire workmen without first obtaining from said workmen a card issued by the party of the second part and seeing that said card has the seal of the party of the second part attached thereto. (This paragraph shall only apply after the party of the second part has complied with this agreement as per paragraph first.)

Eighteenth: It is further understood and agreed by and between the parties hereto that the party of the first part and its members shall furnish all protection required by law on all jobs that are dangerous or hazardous. It is further understood and agreed that the members of the party of the second part on each and every job be permitted to elect one of their members as chairman, or if there are 40 or more members of the party of the second part employed on any one job, two of their members as chairmen, and that the party of the first part and its members shall pay to the said chairman or chairmen full wages for all time taken by the said chairman or chairmen in rendering assistance to his or their coworkers in case of accident and in securing first medical aid. It is further understood and agreed that such chairman or chairmen shall be covered by articles fourth, ninth, and tenth of this agreement in respect of the relation between the party of the second part with the party of the first part and its members. It is further understood and agreed that the said chairman or chairmen shall not be laid off, paid off, or discharged, or transferred to another job on account of his or their activity in union matters before the job on which he or they were elected chairman or chairmen is completed.

Nineteenth: It is further understood and agreed by and between the parties hereto that the party of the first part and/or each and every [member] thereof shall at any and all times prepare and sign all necessary papers for any employee who meets with an accident while working on any job conducted by the party of the first part or its members.

Twentieth: The party of the first part and its members further covenant and agree to notify the party of the second part in writing two days in advance of the starting by it or any of its members of a new job, giving the location of said job and the place where the men will have to report for work,

it being understood that said notification shall be sent to the headquarters of the party of the second part.

Twenty-first: It is further understood and agreed by and between the parties hereto that the party of the first part or its members shall on each and every job on which 10 or more members of the party of the second part are employed appoint a foreman, which foreman shall be a member of the party of the second part.

Twenty-second: It is further understood and agreed by and between the parties hereto that no man or chairman selected by the members of the party of the second part shall be discharged by the party of the first part or any of its members on account of the activity of said man or chairman in union affairs, it being understood and agreed that if such chairman is discharged for any such reason that he shall appear before the grievance board which shall be called within 24 hours from the time at which he is discharged, and if such grievance board finds said chairman not guilty, then the party of the first part and its members shall reinstate said chairman and the said chairman shall be paid in full for the period of discharge but not exceeding 44 hours.

Twenty-third: It is further understood and agreed that the party of the first part and its members shall notify every workman or employee selected by its members on the various jobs to obtain at the end of the second day a card from the party of the first part, and that if he fails to do this the party of the first part and its members agree not to employ, after notifying said man to obtain said card, such man or employee until he first exhibits the working card of the party of the second part.

Twenty-fifth: It is further understood and agreed by and between the parties hereto that any time after the signing of this agreement the party of the first part and/or each of its members from whom the party of the second part will require, will deliver to the party of the second part a surety company bond in the sum of \$3,000 for the faithful performance of this agreement. The term "members" shall be understood to mean each corporation, association, firm, or individual composing the party of the first part. It is further understood that the above is not to be arbitrated.

Twenty-sixth: It is further agreed by the parties hereto that in case of a violation of this agreement by the party of the first part or any of its members the party of the second part will give notice of such violation to the party of the first part and its members so violating at their last-known address, and if the violation is not rectified within three days after the mailing of such notice of violation, it is agreed that the party of the second part will have suffered the sum of \$3,000 as and for liquidated damages, for each violation.

Lathers

LOCAL unions whose members are engaged in putting light iron construction, wood, wire, and metal lath or plaster board into position for the application of plaster material comprise the Wood, Wire and Metal Lathers' International Union. Agreements are generally made by the local unions or district councils with individual employers or groups of employers. A short agreement of Local No. 30, Dayton, Ohio, with the Master Plasterers' Association, August 1, 1927, to May 1, 1928, follows:

ARTICLE 1. Eight hours shall constitute a day's work, reckoned between the hours of 7.30 a. m. and 4.30 p. m. Double time shall be paid for all overtime, Sundays, and legal holidays. The following to be considered legal holidays: Memorial Day, Thanksgiving Day, and New Year's Day. No work shall be done on Independence Day, Labor Day, and Christmas, or between the hours of 12 noon and 12 midnight on Saturdays.

ART. 2. SECTION 1. The piecework rate of wages shall be \$6.75 per thousand and for 32-inch lath, \$7.75 per thousand for 4-foot lath, and an additional \$1 per thousand shall be charged for all attics. Lath to be placed on the floor on all work above second story, except in private dwellings.

SEC. 2. When it is necessary for the lather to build or remodel trestles on the job, he shall receive one hour's pay at the prevailing hourly rate for same.

SEC. 3. On all occasions where men are sent to job and unable to work on account of no material or job not being ready, they shall receive one hour's pay for each man.

SEC. 4. Blue sanitary nails to be used at all times when possible to procure same.

ART. 4. SEC. 1. When it is necessary for men to board while working out of the city, they shall receive \$1 per day extra and car fare to and from job once.

SEC. 2. On all work outside of city where men are required to ride trains or street cars daily will be governed as follows: Where traveling time consumed between leaving terminal and arriving at job exceeds one hour, a time allowance based on the existing wage scale at single time shall be allowed, and all car fare paid to and from such jobs.

Marble Polishers

THE International Association of Marble, Stone and Slate Polishers, Rubbers and Sawyers, Tile and Marble Setters' Helpers, and Terrazzo Workers' Helpers is composed of unions whose members clean, polish, rub, and saw marble, stone, slate, and imitation used in and about buildings, handle the material used by marble and tile setters and terrazzo workers, and run machines used in connection with the work. The following extracts are taken from the agreement of Local No. 46, of St. Louis, Mo., made January 2, 1927:

ARTICLE 3. The working hours shall be eight hours per day, to wit, from 8 a. m. to 12 m., and from 1 to 5 p. m., with a half day on Saturday: *Provided, however,* That on Saturday, in the event of any emergency to complete unfinished work, the work may continue for one and one-half hours additional time, and in the event it shall not be completed within one and one-half hours, double time shall be paid for any additional time that may be required to complete the work. Any overtime after the regular eight hours shall be paid for at the rate of time and one-half for every eight hours. After midnight, double time shall be paid. In the event that the work is done by shifts, single time shall be paid to each shift for eight hours' work, and extra time shall be paid for as provided above. Double time shall be paid for all work done on Sundays. No work shall be performed on Labor Day, Thanksgiving Day, Christmas Day, Memorial Day, Fourth of July, and New Year's Day.

ART. 4. SECTION 1. In the event that a contractor sends men out of the city of St. Louis on work at a distance of over 25 miles from St. Louis such workmen shall be paid their transportation and just compensation for their board; for the board, 75 cents per day, and the time for which transportation shall be at the regular scale of wages.

SEC. 2. On all work outside of city limits of St. Louis and within 25 miles of said city the workmen shall report to their foreman at the nearest transportation point of the St. Louis city limits at 7.30 a. m. and shall be paid for their time starting at 8 a. m. They shall also be paid extra time for any time in excess of 30 minutes that it may take to return to the city limits of St. Louis at the close of their daily work. Members working on any job where on account of location of same they are required to pay extra transportation must be reimbursed for all such extra transportation by their employer.

ART. 5. SEC. 1. Each contractor shall pay his men every Saturday before 12.15 p. m. in the lawful money of the United States. Should he fail to do so, he shall be charged waiting time, limit to be two days, which shall begin at 12 o'clock noon on Saturday and end at quitting time on the following Monday.

SEC. 2. If terrazzo and mosaic workers' helpers are not paid before specified time on Saturday they shall remain on the job from 12 o'clock noon on Saturday until 4 o'clock p. m. and from 8 o'clock a. m. to 12 o'clock noon and from 1 to 5 o'clock p. m. on following Monday or until such intervening hour as they may receive their pay.

SEC. 3. When helpers are laid off for any cause, they shall upon their request be paid in cash within two hours after lay off. If helper be discharged, he shall be paid immediately. If a helper is discharged before 10 a. m. by the employer for whom he has worked the previous day, he shall receive two hours' pay in addition to the working time due him.

ART. 6. No member of the union shall be discharged for inquiring after the cards of the man working on any job, nor shall the business agent be interfered with when visiting any building under construction.

ART. 7. Each contractor shall keep a time slip showing the number of hours' work and the amount paid to each employee, which time slip shall be signed by the employee when he receives his weekly pay. All wages and expenses shall be paid not later than noon on every Saturday and paid in money.

ART. 8. SEC. 1. Terrazzo and Mosaic Helpers' Union No. 46, of St. Louis shall not order any strikes against the contractors collectively or individually nor shall any number of men leave the work of the contractor.

SEC. 2. All disputes arising between the members who are parties of this agreement shall first be referred to the business agent for adjustment and if he fails to settle same the matter in dispute shall be brought before the arbitration board for settlement.

ART. 10. This agreement may be amended by mutual consent of both parties to said agreement and either party desiring to abrogate the agreement shall be compelled to give three months' notice of intent by official communication.

ART. 11. This agreement shall be paramount to and take precedence over any code, rule, regulation, resolution, order, or by-laws whatsoever except the laws of the United States of America, State of Missouri, city of St. Louis, and the International Association of Marble, Stone, and Slate Polishers, Rubbers, and Sawyers, Tile and Marble Setters, Helpers, including Marble, Mosaic, and Terrazzo Workers' Helpers of the United States and Canada, and the Terrazzo and Mosaic Contractors' Association, and its interpretation shall rest with the arbitration board.

Painters, Decorators, and Paper Hangers

MEMBERS of locals 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, paper hangers, 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. 29, Brooklyn, N. Y., for 1927, are here given:

Witnesseth: That in consideration of the mutual promises, conditions, and covenants herein contained, and \$1 by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed as follows:

1. The employer agrees to employ none but members in good standing of the union as journeymen workers in all branches of the painting, decorating, and paper-hanging industry in which he may be engaged, and the union agrees to furnish to the said firm, out of its membership, workers for the aforementioned trade.

All work designated in the trade as paper hanging shall be done exclusively by members of the Paperhangers' Union, Local No. 280.

All lettering and other work designated in the trade as sign writing shall be done by members in the brotherhood engaged in such work.

On all work engaged in by the employer outside of King County within 25 miles thereof, the employer agrees to employ members of the union to the extent of at least 50 per cent of his employees.

2. * * * Eight hours shall constitute a day's work, from 8 a. m. to 12 o'clock noon and from 1 p. m. to 5 p. m. During the months of November,

December, January, and February the working hours shall be from 8 a. m. to 12 o'clock noon and from 12.30 to 4.30 p. m. Five minutes shall be allowed to the employees to wash up before 12 o'clock noon and before 5 p. m. or 4.30 p. m. during the winter months.

3. The employer agrees to provide proper clothes' lockers and agrees to be responsible for all clothes of the employees which may be lost.

4. The employer agrees to employ on each and every job a steward to be appointed by the union.

5. Wages shall be paid weekly in cash and during working time. Pay day shall be on Friday. Men having charge of five men or more shall receive at least one hour's pay in addition to their regular wages for each day's work.

Men laid off before regular pay day shall receive their pay 15 minutes before quitting time of the day on which they shall be laid off. They shall be paid the full day's wages if they are laid off during the day.

7. On all out-of-town jobs the men shall be provided by the employer with decent and proper 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, decent and proper 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 the job until its completion, the employer shall pay his board and lodging for seven days per week at the rate sufficient to insure decent accommodations under the prevailing living conditions in the locality. In all cases fare 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 decent and proper traveling facilities.

8. The employer agrees that all work performed by employees before 8 a. m. or after 5 p. m. shall be considered overtime and shall be paid for at the rate of double the regular rate of wages.

9. That men shall not report to work at shop or job before 7.45 a. m.

10. Work done on legal holidays shall be paid double of day's wages.

11. Under no circumstances shall work be performed on Saturdays, Sundays, or Labor Day, excepting, however, on mercantile jobs permission may be given by the union upon application of an employer; but no such permission shall be given for any work on Saturdays during the hours between 12 o'clock midnight and 6 p. m. The employer agrees that upon a violation of this clause he will subject himself to any penalty which may be decided upon by the union and which may appear just and proper to the union.

12. That no employee shall be permitted to carry material to job weighing 25 pounds or over.

13. That the representative of the union shall have the privilege of examining members' cards at any and all times.

14. Members must be allowed time during regular working hours for traveling to the shop to receive their wages, if not paid on the job.

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

17. Nothing in this agreement shall be construed to limit the right or power of the union through its business agent and secretary to call a strike on any job or shop for any reason that may appear just and advisable to the business agent and secretary of the union.

18. The employer agrees that he shall carry adequate insurance under the workmen's compensation law to cover all his employees and agrees to report any accident that may occur to any of his employees within the time required by law.

19. The employer acknowledges the receipt at the time of the signing of this agreement of a printed copy of the by-laws and working and trade rules of the union and agrees to be bound by the said by-laws and working and trade rules of the union, and agrees not to violate same nor permit any of his employees to violate any of said working or trade rules.

21. The employer shall make adequate and proper provisions for the health and safety of the workers in connection with their work and as far as possible protect them from hazards and from danger of lead poisoning or other vocational diseases; and in addition to the aforementioned working and trade rules established by the union, the employer agrees to conform to the following rules:

RULE No. 1. (a) To minimize injurious effect of paint fumes on the health of men windows shall be kept open while painting ceilings or walls to insure a

sufficient supply of fresh air; (b) where fresh air is not available, a five-minutes' rest period in each hour shall be allowed.

RULE No. 2. Painting containing benzol shall not be used, nor shall benzol as such be added to any paint material on the job. When penetrating stains or removers containing benzol are used, as many men as practicable shall be employed to minimize the period of exposure to the injurious effect of benzol gasoline; (b) shellac cut in wood alcohol shall not be used, nor shall wood alcohol as such be used on any job.

RULE No. 3. Painting materials which are suspected of being injurious to the health are to be investigated by the union for the purpose of their regulation and elimination.

RULE No. 4. The union is on record as favoring and advocating legislation requiring the labeling of paint. Materials in original containers to show ingredients as manufactured or offered for sale.

RULE No. 5. To reduce the hazards of lead poisoning surfaces painted with lead paint shall not be sandpapered or scraped by a dry process.

RULE No. 6. Where running water, hot or cold, is not available in or about the clothes locker, a sufficient supply of pails of water and soap powder shall be furnished to the men twice a day to provide adequate facilities for clean washing. No common pail or bucket shall be used for washing by more than five men.

RULE No. 7. Fresh drinking water and sanitary cups shall be provided twice a day during working hours.

RULE No. 8. Men shall not eat their lunch in paint or clothes locker on new operation.

RULE No. 9. Drop cloths shall be maintained in a sanitary condition by the employer.

RULE No. 10. Overalls shall be kept clean by the journeymen; (a) proper and modern safety device 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; (b) no spray painting machine of any make or construction shall be used for the painting of any building or structure; (c) in the event of a violation of any clause of this agreement on the part of the employer, the union reserves the right to provide such guaranties in his next agreement as will serve as a safeguard against a repetition of such violation.

22. The employer agrees not to enter into any individual agreements with any member of the union for his employment for any definite period of time.

25. A fee of \$10 shall be paid by the employer for the clerical work on this agreement.

26. It is further understood and agreed that upon a violation of any of the terms, covenants, or conditions of this agreement the union may withdraw its members from the job or jobs of the employer, and may declare a strike against the employer until the employer shall enter into a new agreement with terms, covenants, and conditions satisfactory to the union and shall give such assurances and security against future violations as may be acceptable to the union.

27. It is further understood and agreed that no member of the union shall be required to do any work upon the construction of any building as long as any money or sums of money may be due from the builder to any employers of the members of the union; it being the intention of this clause that any building in the course of construction shall be considered an unfair job on which any of the painting, paperhanging, or decorating contractors employing members of the union shall remain unpaid for work, labor, and services, and material furnished actually performed upon such building. For the purpose of enforcing this clause the union shall be the sole judge as to whether any moneys are unpaid to employers of members of the union.

The following extracts are taken from the agreement of District Council No. 19, of Bergen and Passaic Counties, N. J., with individual contractors, April 1, 1927:

SECTION 6. Employers signing this agreement do hereby agree to keep a strictly union shop. Piecework for all classes of work shall be prohibited. Employers violating this agreement and found guilty shall not again be allowed to sign an agreement unless they furnish a cash bond in such amount as District Council No. 19 may determine as a guaranty that the agreement will be faithfully observed. Employers working with the tools shall observe the same working hours as the journeymen. This shall not prevent the employer from taking

tools to or from a job before or after the regular working hours during the regular working-days: *Provided, however,* That in the event and to the extent that District Council No. 19, or its affiliated local unions, can not furnish journeymen mechanics, the contractor shall have the privilege to hire nonunion men or until such time as District Council No. 19 or its affiliated local unions can furnish the necessary men. And District Council No. 19 and its affiliated local unions further agree that members of the said District Council No. 19 and its affiliated local unions will work with said nonunion men, provided, the contractor who hires such man or men shall give the said man or men a letter to District Council No. 19 or its affiliated local unions, in which jurisdiction the said man or men are to be employed. In which case the said local union or district council will furnish the said man or men with a temporary recognition card, subject to the conditions contained thereon, from said local union or district council. Such card shall be valid until said local union or district council can furnish the required men.

Sec. 8. Members shall be prohibited from working for employer unless the said employer has complied with the compensation laws of the State and signed this agreement. Not more than two men shall be allowed to work on a swinging scaffold. Employers must recognize the district council's jurisdiction over the bronzing of all radiators and the painting of tin roofs, and endeavor to secure this class of work.

Sec. 10. Members shall not be permitted to do work for owners and occupants of buildings or agents after working hours, Saturdays, Sundays, or holidays. A violation of this rule will be punishable by a fine of \$100. No permits shall be issued for Saturday or Sunday work on the interior or exterior of private houses, and no overtime shall be permitted during the regular working-days on any class of work without a permit from the business agent, local union, or executive board.

Sec. 11. A member of the union who becomes a contracting painter shall be required to live up to the regulations of the master painters in the section where he is located.

Sec. 13. Employers regularly working at the trade shall sign this agreement with the understanding that they shall employ at least one journeyman.

Sec. 14. Employers who suspend business and become journeymen shall be presumed to remain journeymen for one year, and not to be recognized as an employer by the organization for one year.

Sec. 15. No member of District Council No. 19 or its affiliated local unions shall be allowed to use a paint-spraying machine. A violation of this section will be punishable by a fine of \$100.

Sec. 16. No member of District Council No. 19 or its affiliated local unions shall be allowed to use an automobile to convey tools or material for an employer. A violation of this section will be punishable by a fine of \$100.

Sec. 17. It is agreed between both parties to this agreement that all work pertaining to the painting trade shall be done according to specifications.

The agreement of Sign, Scene, and Pictorial Painters' Local Union No. 639, Cleveland, April 1, 1927, contains the following sections:

ARTICLE II. SECTION b. The pay for work done before 8 a. m. or after 4.30 p. m. shall be at the rate of time and one-half—this does not apply to Saturday after 12 noon nor Sunday and holidays.

SEC. c. All work done on Saturdays after 12 noon, or on Sundays or holidays, shall be paid for at the rate of double time.

SEC. f. Where journeymen are working outside city or where it is impractical to return home at night, they shall be allowed their hotel expenses; the minimum will be \$4.50 a day.

SEC. g. That all employees working on water tanks or stacks, or where any part of scaffolding is hung 100 feet above sidewalk level shall be paid time and one-half.

SEC. h. Employees shall be allowed four hours' pay for days that weather conditions will not permit outside work.

ART. III. SEC. d. Employees that report at shop a. m. and p. m. shall go to and return from job on employers' time; but when they do not have to report at shop, they shall ride on own time within the regular fare limit of the Cleveland Railway System.

SEC. g. Contractors who are not members of this local union shall not be allowed to do their own work when a satisfactory workman is obtainable.

ART. IV. SEC. c. The party of the second part shall have the right to appoint a steward in every shop, from among the members employed in the shop of the party of the first part, to report to the business agent or secretary any infractions or violations that may come to his notice.

SEC. f. It is expressly agreed that no subcontracting or piecework, commonly known as "trade work," shall be permitted under any circumstances between party of the first part and any member of the party of the second part; and that all work performed by the members of the party of the second part shall be on the basis of the 8-hour day and the minimum rate of wages.

SEC. g. It is expressly understood and agreed that no member of the party of the second part shall be held liable for damages or injury caused as a result of paint carried away by the wind, or for any unavoidable accident on the part of a member of the second part while in the employ of the party of the first part.

SEC. h. It is expressly understood and agreed that the party of the second part recognize no other arrangement or agreement made or entered into between the party of the first part and members of the party of the second part; and the entering into any other arrangement or agreement between the party of the first part and a member of the party of the second part shall be considered a breach of this agreement on the part of the party of the first part.

SEC. i. It is expressly agreed that all sketches, whether made by pencil, ink, paints, or any coloring material, and any painting, pictorial work, or lettering done on a sketch, sign, or poster, and the preparations for same, shall be executed by a member of the party of the second part.

SEC. k. All scaffolds and rigging shall be swung and removed or inspected by members of the party of the second part.

SEC. l. It is expressly agreed that all rigging, ropes, scaffolding, and tackle used by members of the party of the second part shall be inspected at least once a month in a way that will insure the safety of all members of the party of the second part using said rigging, scaffolding, etc. Any member of the party of the second part shall have the right to refuse to work upon rigging, scaffolding, etc., improperly hung, or in an unsafe condition. All such unsafe rigging shall be removed or defects otherwise corrected.

Paper hangers work entirely by the piece. Their agreements generally consist of only wage scales and price lists. The agreement of Paper Hangers' Local, No. 912, of Indianapolis, April 1, 1927, with wall-paper dealers and contractors of that city, however, contains the following articles:

ARTICLE IV. Any member of Paper Hangers' Union, No. 912, contracting for work must add all necessary expense and 25 per cent or more to the above price list.

ART. V. Necessary outfit, such as small tools, boards 12 feet long, and ladders 7 feet and under, to be furnished by the paper hanger. All material necessary for the completion of work to be furnished by the party having work done.

ART. VI. SECTION 1. Members of the party of the first part must call the customer's attention to the necessity of removing pictures, ornaments, furnitures, etc., before paper hanger starts to work, as members of the party of the second part will not be responsible for damage if same are left in the room.

SEC. 2. Every paper hanger is to be responsible for his own work, and upon failure to make good any defective work he shall be fined by the union the amount of the cost of making the defective work good; but shall not be responsible for the coming off of paper unless the walls are prepared by him. This fine to be paid the dealer. The union shall not be liable for work done over six months or for workmen who have left the city.

ART. VII. Members of the party of the second part will not be responsible for the burning out, staining, or shading of paper; or for work done over old paper; calcimined, whitewashed, painted, or varnished walls or ceilings, or new walls not sized, unless prepared under their own supervision.

ART. VIII. All preparatory work and color work, whether in oil or water, shall conform to the trade rules adopted by District Council, No. 27, as follows: "All preparatory work to be done by members of the brotherhood."

Extracts from an agreement with the Art Glass Workers' Local, No. 624, Chicago, June 1, 1924, were given in Bulletin No. 393 (pp. 36, 37).

Plasterers and Cement Finishers

THE Operative Plasterers and Cement Finishers' International Association of the United States and Canada consists of two classes of workers—plasterers, who do plain and ornamental plastering of cement, stucco, and artificial stonework; 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. 508 with the plasterer contractors of Greensburg, Pa., May 1, 1927:

ARTICLE II. SECTION 2. It is agreed that at the beginning of May 1, 1927, there shall be no stoppage of work ordered by either party of this agreement and that the rate of wages above specified shall be paid until May 1, 1928.

SEC. 3. Employees shall be paid in United States legal tender once each week and not later than Friday quitting time. Failing to pay on or before the regular quitting time on Friday, the employees shall be paid the regular rate on waiting time; and if the men are not paid that night it is agreed that no member of the union shall work for such employer until all men are paid. Foremen shall notify members of their discharge on the job and that men be paid for time spent going from job to office and until pay is received.

SEC. 4. Employers shall have the privilege of closing pay roll on Thursday of each week.

SEC. 5. All employees discharged from work shall be paid off forthwith, but an employee leaving work of his own accord shall not be paid until the regular pay day of the employer unless convenient to employer.

ART. III. SEC. 1. Eight hours shall constitute a day's work, to be performed between the hours of 7 a. m. and 5 p. m., and no work shall be done Saturday until after 4 p. m. except by permission of Local No. 508.

SEC. 3. All work performed on Sundays, Memorial Day, Fourth of July, Armistice Day, Thanksgiving, Christmas, and Saturday shall be paid for at the rate of double time. Double time shall begin Friday at 4 p. m. and continue until starting time Monday a. m. When a holiday falls on Sunday, the following day, Monday, shall be observed. Under no circumstances shall work be permitted on Labor Day, and work shall be permitted on Saturday only by special agreement.

SEC. 4. All work performed outside of the regular working hours as established in this agreement shall be paid for at the rate of double time.

SEC. 5. There shall be no time lost moving from one job to another during working hours. Members shall not be requested to go from one job to another during the noon hour. All employees shall be paid all carfare in excess of city fares. After an employee is hired and is not placed to work after reporting with his tools he shall be paid two hours' time. If a plasterer is discharged before 9 a. m. by his employer, for whom he has worked the previous day, he shall receive two hours' time. The above will not apply under conditions over which the employer has no control.

SEC. 6. On all work where three or more men are used, there must be a foreman employed who is a member of the Operative Plasterers and Cement Finishers' International Association in good standing except where the contractor, who is a practical plasterer, desires to take charge of his own work. Not more than one member of any contracting firm, not members of the Operative Plasterers and Cement Finishers' International Association, shall be permitted to work with the tools of the trade on any one operation. Under no consideration will a contractor or members of a contracting firm who formerly held a membership in the Operative Plasterers and Cement Finishers' International Association, who has been dropped for cause, or rejected for cause, work with the

tools of the trade on any operation with members of the Operative Plasterers and Cement Finishers' International Association. All contractors shall comply with all working rules when working with tools of the trade.

SEC. 7. All contractors shall carry insurance on all employees in conformity with the workmen's compensation of Pennsylvania. There shall be a steward on all jobs, and he shall be granted the privilege to fully execute the duties of his position.

ART. IV. SEC. 1. There shall be no limitation as to the amount of work a man shall perform during his working-day.

SEC. 2. No member of the Operative Plasterers and Cement Finishers' International Association shall use or handle any models or casts that do not bear the stamp of a union shop, as both are made by members of our association.

SEC. 3. All moldings in permanent buildings must be run in place and the ornament placed and pointed by practical plasterers. Molds must be made by practical plasterers. No members of the Operative Plasterers and Cement Finishers' International Association will be allowed to put up staff that can be run in place.

SEC. 4. No person shall have the right to interfere with workmen during working hours.

SEC. 7. All workmen are at liberty to work for whomsoever they see fit.

SEC. 8. All employers are at liberty to employ and discharge whomsoever they see fit.

SEC. 9. Fifty per cent of home men to be employed on all jobs where available and capable of doing work.

ART. VI. SEC. 4. It is hereby agreed that Local No. 508 of Pennsylvania will not under any circumstances authorize or countenance any strike of its members, and the contractors association agrees as strongly not to authorize any lockouts on any plaster work in which either or both parties are interested, until all honorable means to bring about a settlement of the difficulty has been adjusted by the arbitration board.

The following sections are taken from the agreement of Local No. 375, Steubenville, Ohio, with the plasterer contractors of that city, May 1, 1927:

ARTICLE 1. SECTION 2. Employees shall be paid in United States legal tender once each week, and not later than Saturday noon.

ART. 2. SEC. 3. All work performed on Sundays, Memorial Day, Fourth of July, Thanksgiving Day, Christmas, and Saturday afternoons shall be paid at the rate of double time. Double time shall continue until starting time Monday a. m., or, in other words, double time from Saturday noon until Monday morning. When a holiday falls on a Sunday, the following day (Monday) shall be observed. Under no circumstances shall work be permitted on Labor Day, and work shall be permitted on Saturday afternoons only by special agreement.

SEC. 6. All contractors shall carry insurance on all employees in conformity with the workmen's compensation of Ohio. There shall be a steward on all jobs, and he shall be granted the privilege to fully execute the duties of his position.

ART. 3. SEC. 4. The foreman shall be selected by the employer, and shall be the agent of the employer. No foreman shall work with the tools when four or more plasterers are working under him.

The cement finishers in the same local made an agreement with the building contractors of Steubenville, May 1, 1927, which contains the following provisions:

ARTICLE 1. SECTION 2. Work done after 12 p. m. (noon) Saturdays, as well as all overtime during week days, shall be paid at the rate of time and one-half, but overtime should not be worked unless absolutely necessary.

SEC. 3. Under no circumstances will our members be allowed to work on Labor Day and Christmas.

SEC. 4. All work performed on Sundays, Memorial Day, Fourth of July, and Thanksgiving Day shall be paid at the rate of double time. A permit must be secured from the business agent of the cement finishers before doing work on these above-stated holidays, so as not to get into conflict with the county and city authorities of some localities where work on these holidays is prohibited.

SEC. 5. To work or not to work on Armistice Day and New Year's Day shall be at the option of our members, but they can not be compelled to work on these two days if they so desire.

ARR. 2. SEC. 2. Cement finisher foreman shall receive at least a dollar a day over the above stated rate.

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 agreement of Plumbers' Local No. 55 with the Associated Plumbing Contractors of Cleveland, effective May 1, 1927, is very complete. The extracts here given are fairly illustrative of the contents of agreements of both plumbers and steam fitters in all cities:

ARTICLE II. No limitation shall be placed upon the amount of work which an employee shall perform during the working-day nor shall there be any restrictions against the use of machinery, tools, or labor-saving devices, nor against the use of any materials, raw or manufactured, except prison-made materials.

It is understood that union men shall not be compelled to work on or in the same building with nonunion men in the same trade. Furthermore, no member or members of the union shall leave his or their work because nonunion men in some line of work or trade other than building construction are employed on any building or job.

Employer shall not collect dues or initiation fees for any union and shall not in any way act as the agent of the union.

The foreman shall be selected by the employer and is under the jurisdiction of the employer. He may be disciplined by the union for his acts as foreman, with the consent of the joint conference board, as referred to in Article VI.

No person shall interfere with employees during working hours. The official business agents of the union may consult only with the man in charge on the job, or man designated for the purpose, during working hours.

The employer shall not be required to hire union's men through the union, or through its representatives, but may employ them direct; neither shall men be transferred from one employer to another by the union without the consent of the employer for whom they are working.

ARR. IV. Unless otherwise provided for, union [s men] shall be paid once each week in currency on the job.

The employer shall not be requested or compelled by union to pay a higher rate than is named in this agreement.

ARR. VI. There shall be a joint conference board consisting of seven members of the Associated Plumbing Contractors and seven members of Journeymen Plumbers' Union, Local No. 55, for the purpose of administering this agreement. Should any disagreement arise in the interpretation of this agreement the same shall be reported within 24 hours to the chairman or secretary of such joint conference board, which board shall proceed within 48 hours to consider same.

The joint conference board shall be governed by the following by-laws:

1. Meetings shall be called by the chairman or secretary of the joint conference board on written request of either side, stating the objects for which the meeting is to be called.

2. Six shall constitute a quorum, three from each side; neither side shall cast more ballots than the other. It shall require a majority vote to carry any motion.

3. Should any dispute, difficulty, disagreement, or misunderstanding arise between the employer and the union, and a definite settlement of such a dispute,

difficulty, disagreement, or misunderstanding is not arrived at by the joint conference board within one week, upon the request of either party, the dispute, difficulty, disagreement, or misunderstanding shall be submitted to a board of umpires, comprising one representative of the employer, one representative of the union, and a third member to be selected by the first two, for decision by such board of umpires by majority vote within 48 hours of the time such dispute, difficulty, disagreement, or misunderstanding is submitted to such board of umpires. In the event that these two umpires can not agree on the third member of the board of umpires, within 48 hours of their appointment, he shall be appointed by the county auditor of Cuyahoga County, at the request of either party to the dispute. Each party agrees to abide by, follow, and conform to, and carry out any decision or findings so made. During the above negotiation, men will remain at work.

ART. VII. The provisions of this agreement shall continue in full force and effect until February 1, 1929, and thereafter from year to year until terminated at the option of either party after three months' written notice to the other party.

ART. VIII. 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 mechanics or laborers of other trades if mechanics or laborers of this trade are not on the building or job, the same are not to be of longer duration than one-half hour in any one day.

Working rules

1. The hours of labor shall be eight and shall be performed between the hours of 8 a. m. and 4.30 p. m. During the above hours of labor journeymen or apprentices may stop at the shop, supply house, or job for material.

2. Journeymen shall not start work before 8 a. m. nor report for same earlier than five minutes before starting time.

5. All overtime and legal holidays shall be paid at the rate of double time.

6. Legal holidays are Saturday afternoon, Sunday, New Year's Day, Decoration Day, Fourth of July, Thanksgiving, Christmas, and plumbers' outing day and Labor Day.

9. When traveling for a master plumber during Sundays or week days, journeymen shall be paid at the rate of single time and no pay for night travel.

11. No member shall pay over the amount of two city car fares in any one day.

12. No member shall be allowed to work with or be assisted by anybody but a member of this local or a registered apprentice.

16. Members shall not work for an employer who has in his employ either plumbers, steamfitters, or sprinkler fitters who are not members of the United Association or who do not carry a clear card.

18. No member of this union shall be displaced on any overtime work.

20. Vehicles of any kind owned by members of this union shall not be used during working hours.

22. Material, fixtures, etc., of all descriptions can be delivered to one given point on each floor only, same to be determined by man in charge. All material, fixtures, etc., to be placed in position by no other than journeymen plumbers.

24. Any job working five men or more shall have a job steward.

26. All members of party of the first part shall carry workmen's compensation insurance for all members of party of the second part employed by them.

ART. IX. It is expressly understood that working rules, by-laws, conditions, practices, or customs, unless same are specifically mentioned in this agreement, shall not be interpreted as being a part hereof.

Should any working rule herein contained conflict in any manner with any article in this contract, then the article shall prevail.

The following sections are taken from the 1927 agreement of Plumbers' Local No. 191, Klamath Falls, Oreg. In the main, these provisions are additional to those given in the preceding agreement.

SECTION 2. Work done on holidays and overtime between the regular established working hours shall be paid for at the rate of double time.

SEC. 4. Absolutely no work shall be performed on Labor Day without permission from the executive board.

Sec. 6. Journeymen may use laborers on any kind of common-labor work, such as digging ditches, cutting concrete, and carrying material. But under no circumstances will they be allowed to handle tools of either craft.

Sec. 10. The use of vehicles of any description or transportation of any description (unless furnished by the employer) must be discontinued by members of the United Association during working hours under a penalty of a \$5 assessment.

Sec. 11. No member of this local shall receive or recognize any time checks or punch any time clocks.

Sec. 12. No member of this local shall be allowed to work where more than one member of firm uses tools and said working member of firm shall have working permit for both branches of the trade. Permit to be issued to him by the executive board of this local. He must abide by the working rules of this local and the Klamath Falls Building Trades Council rules.

Any member of this local violating this section shall be assessed, after being found guilty by the executive board, the minimum to be \$10 for each offense; this does not apply to shopwork.

Sec. 15. Any member of this local found violating any of the rules or regulations of the State or city plumbing codes in the installation of plumbing shall be assessed not less than \$10.

Sec. 18. Members will be permitted to work for only persons having a legitimate place of business as master plumbers or fitters who agree to these working rules, except in special lines such as ice-machine work, pneumatic-tube work, sprinkler work, marine work, and thermostatic work. A legitimate place of business to mean a store room, business telephone, material, and tools to the value of at least \$1,000.

Sec. 19. No member of Local Union No. 191 will be allowed to work in a shop where they are not protected by compensation-act insurance.

Sec. 20. Present contracts signed and bids submitted before February 15, 1927, will be finished at the old scale of wages, provided, however, that the master plumbers supply Local Union No. 191 with a list of all signed contracts.

Sec. 21. No member of Local Union No. 191 will be allowed to furnish a gasoline or oil furnace, blow torch, pipe vise, or any pipe cutting or threading tools whatsoever, or wrenches over 14 inches.

Sec. 23. This agreement shall take effect upon its approval and adoption by the membership of both associations, and shall remain in full force and effect until April 1, 1928, and if neither party to this agreement gives notice in writing to the other party 60 days prior to its expiration that it desires a change, then this agreement shall continue in force for another year, and so on each year thereafter. If, however, 60 days' notice in writing is given by either party to this agreement to the other party on or before the expiration of same in any year that it desires a change in this agreement, then negotiations shall be entered into for a new agreement by both parties not later than the first regular meeting after notice is given. In case of failure to agree upon the proposed change prior to the expiration of the 60-day period the difference of opinion as then defined shall be submitted to a mutually satisfactory arbitration and work continued without cessation.

Sec. 24. When Local Union No. 191 is unable to furnish competent and satisfactory men, employers are at liberty to hire who they can and local will be required to issue them permits to work on out-of-town work for a period of 10 days. And on all local work they shall be replaced by local union men as soon as same are attainable after the first day's employment. Permit shall be issued them until such local man is furnished unless local can prove to the satisfaction of the master plumbers that this man has worked detrimental to the United Association.

Sec. 25. The foregoing rules and regulations as adopted by Local Union No. 191 will not be enforced on any mill or corporation work nor will any of the Klamath Falls building trade rules or regulations be enforced on mill or corporation work and any member violating this section in any way is subject to discharge by his employer. Nor will any member be allowed to display any union cards on any work covered by this section.

Sections taken from the agreement of Local No. 217 with the employers of Portland, Me., made April 1, 1927, follow:

SECTION 3. The employer shall not pay car fares from a man's home to the job, in case where a man is put to no extra expense. When men have to pay car fares

in excess of what they would pay from their homes to the shop, such car fares shall be paid by the employers.

SEC. 7. At the expiration of five years a steamfitters' helper may appear before examining board of Local No. 217 and show his qualifications to become a journeyman, and failing to pass such examination he can not appear again for a period of six months. Employer privileged to attend said examination.

SEC. 9. The term of plumber's apprentice shall be five years and during said apprenticeship he shall not do any work except that of assisting a journeyman plumber: *Provided*, That during the fifth year he may install work under the supervision of his employer, if he passes an examination qualifying him to do such work and receives the agreed journeyman's wage while doing such work. All apprentices shall be registered in Local No. 217, and their names and date of employment as such shall be in possession of both parties to this agreement.

SEC. 10. One apprentice shall be allowed a shop employing a journeyman steadily and one additional apprentice to every 5 men steadily employed up to 20 men, but in no case shall there be more than 4 apprentices to a shop.

SEC. 11. The men shall not report at the office or shop earlier than 15 minutes before the regular working hour, and shall not remain in the office or shop after 9 a. m. unless he is under pay, and, if under pay, he shall be paid for not less than one-half day.

SEC. 14. If any trouble arises, the men will not be drawn from their work until their employer or his representative has been notified and ample time given to secure material from loss or damage. This part of the agreement is waived where trouble is caused by the sending out of any but United Association plumbers or fitters to do plumbing or fitting in any of its branches.

SEC. 16. When a journeyman has charge of a job with two or more journeymen he shall receive 10 cents per hour more than the agreed wage.

SEC. 18. It is the sentiment of both parties to this agreement that Local Union No. 217 shall use every effort to furnish mechanics to the recognized shop doing an exclusive plumbing and heating business, especially during the busy season, in preference to those establishments doing an incidental plumbing and heating business. It is understood and agreed by both parties to this agreement that an employing plumber or steamfitter is recognized only as one who employs one or more journeymen.

The 1927 agreement of Local No. 17, Memphis, Tenn., with the Employing Master Plumbers of that city, includes these provisions:

SECTION 7. It is agreed that no employing master plumbers, signers of this agreement, shall hire any journeyman plumber not in good standing with Local No. 17, and members of Local No. 17 shall work for none but signers of this agreement. However, journeymen plumbers in debt to Local No. 17 shall pay 25 per cent of wages to shop steward, or leave same in office for him until indebtedness is paid.

SEC. 8. Members of Local No. 17 shall work for none but legitimate licensed plumbers, signers of this agreement, and as provided in sections Nos. 4 and 8. Journeymen or juniors shall not work for themselves outside of their own property. Journeymen going to work for any other than provided in this section No. 8 shall be subjected to expulsion from Local No. 17. This does not apply to journeymen working for master plumbers from another city who have a contract, but that master plumber must adhere to this working agreement.

SEC. 14. Journeymen when discharged shall be paid at once in full. No journeyman shall work by the hour. One-half day's pay is the minimum of wages a journeyman shall receive, unless on account of sickness or rain. Journeymen shall receive a full day's pay for more than a half-day's work.

SEC. 17. Any master plumber discontinuing business as such and becoming a member of Local No. 17 shall surrender his plumber's license to the city of Memphis, and upon entering into the business of master plumber thereafter shall obtain a new license in the regular way.

Sections from the working rules of the agreement of Local No. 670, Allentown, Pa., follow:

SECTION 2. No one other than the member of the firm who has the license shall handle tools unless they are a member of the local union. If two members

of a firm hold a license, then only one shall handle tools without becoming a member of the local union.

SEC. 7. All journeymen reporting late for work after 8 o'clock shall not be permitted to start to work until 9 o'clock, and no journeyman shall be permitted to quit a shop and go to work in any other shop because of the employer enforcing this rule.

SEC. 8. No member of this local union shall do any work for himself or subcontract from his employer while a member of the United Association.

The following sections are taken from the agreement of Local No. 350, Reno, Nev., May 16, 1927:

SECTION 8. Employers shall not be permitted to handle tools on new work unless a journeyman is employed on the same job with him at all times, providing journeyman is available. In the event an employer is found violating this rule all journeymen shall be withdrawn from his employ, and the employer shall not be permitted to handle tools on any new work at any time in the future. Employers handling tools shall observe the working rules of Local Union 350.

SEC. 9. When a plumber or steamfitter is not available, an employer may be permitted to work with the tools on new work by first securing a permit. Said permit to be canceled as soon as journeyman is available.

SEC. 10. There shall be no work performed by journeyman on Saturday except where life or property is in danger. When such work is performed a permit must first be obtained. Said permit to be issued by the secretary or any officer of Local 350. Each shop may employ one journeyman on Saturday morning to do jobbing at the rate of straight time. This rule as it pertains to jobbing on Saturday morning shall be in effect for a period of six months or until changed by the conference board.

SEC. 17. All out-of-town firms having work in the jurisdiction of Local 350 shall be permitted to send one man of each craft—namely, one plumber or steamfitter, as the case may be—with expenses and transportation paid to run work, but no helpers or apprentices. Said journeymen may use tools if they desire, but upon starting work must employ a journeyman of each craft from this local. Said men to be employed at all times while such work is in progress. Additional men employed on such work must have been members of Local 350 for a period of 90 days.

SEC. 19. Members may use their automobiles to go to and from work in the city, but in no case shall they be allowed to carry materials or tools in their car during working hours. Members may obtain a permit for out-of-town work.

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, although in the larger cities the two branches have kept their separate existence. Agreements are generally made by a local with an association of employers.

Extracts from the agreement of Local No. 63, Youngstown, Ohio, May 1, 1926, were printed in Bulletin No. 448 (pp. 61, 62).

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 generally form unions by themselves. Agreements are usually made with associations of sheet-metal contractors.

The following extracts are taken from the agreement of Local No. 423 with the Sheet Metal Contractors' Association, Miami, Fla., June 10, 1927:

ARTICLE 3. Holidays as follows: Saturday afternoon, Sunday, New Year's Day, Independence Day, Armistice Day, Memorial Day, Thanksgiving Day, Christmas Day. No work will be performed on Labor Day except on work of extreme necessity and by permit of our executive board.

ART. 4. Members on outside work shall be on the job at 8 a. m., providing work is within the city limits.

ART. 5. All employers shall furnish employees with transportation to and from jobs during working hours.

ART. 6. No member of this local shall be allowed to use his own car to haul material to and from jobs unless he is a member of the firm.

ART. 7. No member of this local shall be allowed to do bonus work, piece-work, or contract work unless he is an employer.

ART. 8. No employer shall hire a mechanic or apprentice without a card or permit from Local No. 423.

ART. 9. All apprentices shall be registered in Local No. 423.

ART. 10. There shall be one apprentice to every three mechanics or fraction thereof.

ART. 11. Each apprentice shall serve an apprenticeship of four years, the fourth year as a junior.

ART. 12. Junior's wages shall be two-thirds journeyman's wages.

ART. 13. If at the end of an apprentice's fourth year his employer does not consider him competent as a journeyman, he shall be transferred and given an extension of time at another shop.

ART. 14. No member of Local No. 423 shall work for other than bona fide sheet-metal contractors.

ART. 15. This contract shall be subject to change in case there should be a general revision of scales adopted by the majority of building trades crafts in Miami.

Stonecutters

EMBODIED in the Journeymen Stonecutters' Association of North America are locals 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 often for a period of three years. Extracts are here given from the three-year agreement between the Amherst local and Ohio Cut Stone Co., March 1, 1927:

ARTICLE I. The provisions of this agreement shall be binding upon every member of the Ohio Cut Stone Co., individually and as members of said organization, and upon each and every member of the Amherst local of the Journeymen Stonecutters' Association of North America, individually and as members of said organization.

ART. II. Members of the party of the first part will employ only members of the party of the second part for pneumatic and hand stone cutting and carving only. Whenever the second party is unable to furnish a sufficient number of competent stone cutters and carvers to meet the needs of the employer the employer shall have the right to hire such additional men as may be required to meet his needs, regardless of their affiliation or nonaffiliation with the union. Party of the second part agrees to exert every effort to fully supply the employers with a sufficient number of skilled workmen for stone cutting and carving as may be required by party of the first part.

ART. III. Party of the first part shall have the right to employ 1 apprentice to every 5 journeymen employed. Plants employing less than 5 journeymen

shall have the right to employ 1 apprentice when the plant has employed a yearly average of 2 journeymen. Plants employing 6 to 10 journeymen, inclusive, shall have the right to employ 2 apprentices, and those employing 11 journeymen or more shall have the right to employ 3 apprentices. Apprentices shall serve a term of 4 years, the first 90 days to be on probation. If an apprentice does not develop signs of making a good stonecutter, he may be discharged by the employer. Wages of apprentices to be set by the employer.

ART. IV. It is understood and agreed that the party of the second part shall not affiliate with any other employees' organization in the stone industry, and it is agreed that they are not to take into their organization any workmen excepting stone cutters and carvers; that they specifically waive any jurisdiction or claim to jurisdiction over blacksmiths, tool grinders, or over machine operators of any kind or description.

ART. V. 1. Foremen of cutters shall be practical stonecutters and shall without qualification be recognized as the representatives of the employer. Any foreman who cuts stone at the banker must be a member of the party of the second part.

2. The unrestricted use of the air hammer and all machinery and appliances of the stone industry is hereby recognized.

3. It shall be optional with the employer to have carving done by either day-work or by subcontract, provided the carving contractor holds an employer's card and employs at least two journeymen carvers.

4. There shall be no discrimination against any employee because of his serving as a committeeman.

ART. VI. That all labor performed by the employee in excess of the regular workday shall be paid for by the employer at the rate of one and one-half times the regular rate, excepting where two or more shifts are employed, in which latter case the regular rate of pay shall prevail. When two shifts are employed each shift shall work eight hours at regular time. When three shifts are employed, the day shift shall work 8 hours at regular time and the second and third shifts to work 7½ hours each and receive regular time for 8 hours' work.

That all labor performed by the employee on Sunday or the hereinafter-mentioned holidays shall be paid for by the employer at the rate of two times the rate of regular wages. The observed holidays shall be New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

It is also agreed that in case the employer requires a number of men to work Saturday afternoon in order that a carload of cut stone may be moved, so as not to stand in the shop over Sunday, the shop steward shall have full authority to order the number of men required by the shop superintendent to remain at work, these men to receive time and a half pay.

ART. VII. * * * Not less than 60 days' notice, in writing, however, shall be given by either party who is desirous of having a change made in wage rates. Employees shall be paid by check once a week.

ART. VIII. There shall be a joint arbitration board, consisting of three representatives of the Ohio Cut Stone Co. and three members of the union for the purpose of administering and enforcing this agreement. Within 30 days after the signing of this agreement this joint arbitration board shall meet and elect the chairman from the employers and a secretary from the union. In case any dispute or disagreement shall arise between the parties, the same shall be reported to both the chairman and the secretary of such joint arbitration board and the board shall meet within 48 hours after such notice has been filed. The joint arbitration board shall be governed by the following by-laws:

1. Meeting shall be called by the chairman or the secretary on written request of either side, such request to state the object for which the meeting is to be called.

2. Four members shall constitute a quorum, two from each side, neither side shall cast more ballots than the other. It shall require a majority vote to carry any motion or resolution. Action of the joint arbitration board by such majority vote shall be final and binding on both sides to this agreement.

3. If this joint arbitration board can not reach an agreement on a question within its jurisdiction, the matter shall be referred to a referee, agreeable to both sides, by a majority vote, whose decision shall be final and binding on both parties hereto, and the compensation of such referee, if any, shall be shared equally by the parties to this agreement.

Structural-Iron Workers

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 a general agreement between local unions in New Jersey and New York (west of the Hudson River) and the Iron League of New Jersey for 1927 show several provisions of structural-iron workers' agreements:

SECTION 6. Any member of the international association who agrees to go to work at some distant point and accepts transportation to the work and who violates such agreement or who fails or refuses to work a reasonable length of time, after accepting transportation or board, shall be fined the amount of railroad fare and board plus \$25. The fare or board or both to be refunded to the party advancing same and the fine to revert to the joint executive board.

SEC. 7. The men to pay car fare to the extent of 25 cents per day, or transportation to job, board, and transportation from job, at completion of same or when laid off. Employers agree to pay traveling time in excess of one hour per day.

SEC. 8. The unloading and handling of all material when it arrives at site of work to be done by members of the international, except when firm has not men on job teamsters are permitted to unload same outside of the building.

SEC. 9. Employers agree to call for men on the day prior to the day of wanting same. Men are to be paid from time of arriving on job. If men are requested after 8.30 a. m. for immediate employment they shall receive a full day's pay, except in case of accident.

SEC. 11. The transfer of foreman and men on jobs of less than one week's duration is permissible, provided notice is sent to the office of the local union in whose territory work is being performed. Employer to be permitted to select and discharge his own foreman after signing contract for job, provided man selected is not employed elsewhere and secures an official O. K. from business representative.

SEC. 14. The foreman or superintendent shall be in charge of men at all times and shall be allowed to hire and discharge men as he may decide is for the best progress of the work.

Engagement on the fifth day shall entitle men to a full week's pay, except in such cases where men may attempt to slow up work, in which event they shall be paid for only the time required to finish up the work. When work of such nature as to require the services of one man only, then one man only need be employed, and he shall be paid foreman's wages as above. Holidays and rainy days included.

SEC. 16. When one or more men fail to report for work, remainder of men must proceed at work awaiting the arrival of additional men. Any and all disputes must be submitted to a committee composed of members from both sides. When men do not report to work it shall be the duty of foremen to report same to business agent or anyone else in authority of the local union in whose territory the work is in progress. Failure to locate anyone in authority, immediately call your firm. Pending meeting of such committee, all men are to continue at work. This does not apply to stoppage of work ordered by the Building Trades Council.

SEC. 17. This agreement to remain in effect permanently. Any change in wages contemplated by either party, at least four months' notice shall be given

to the other party. At no time shall there be a strike or lockout declared until the committees from both parties have absolutely failed to agree. Any change in working conditions shall be submitted to committee of both parties.

Sec. 18. This agreement to be ratified by the organization of employers and by the International Association of Bridge, Structural, and Ornamental Ironworkers.

The agreement of Local No. 22 with the Structural Steel Society and Erectors of Indianapolis, May 9, 1927, is here given in part:

ARTICLE II. SECTION 1. The party of the first part agrees to employ members of the party of the second part on all building and construction work subject to the wages and conditions hereinafter stated.

Sec. 3. All unloading and handling of all iron and steel after same has been delivered on site of job (site of job to mean within 500 feet of building which is being erected) shall be done by members of this union. Also, where contractor uses temporary shop or yard all work done in same shall be done with members of this union. In case of bridges or viaducts, site to mean at the beginning of the approach of same.

Sec. 9. If for any reason skilled workmen, members of Local No. 22, can not be supplied after 24 hours' notice has been given the union or its representative, then the employer has the privilege of employing whoever he sees fit to do the work until such time as the union can supply him with suitable men. Permit men are not to be sent to jobs without first obtaining the consent and approval of the Building Contractors' Association.

Sec. 10. On work where two up to five members of Local No. 22 are employed by the same contractor, one shall be designated as foreman or pusher, who shall receive not less than 10 cents per hour more than the regular scale of wages while in such capacity. On work where five or more are employed, one (the foreman or pusher) shall receive 25 cents per hour more than the regular scale of wages. Such foreman or pusher shall be allowed to use tools and shall perform the regular work of a journeyman if required. The foreman or pusher shall be responsible for the conduct of the men under his charge and orders shall be given only through him.

The foreman in responsible charge of work need not necessarily be a member of the union, but only one such foreman will be permitted on each contract, and he can not work with tools nor handle material.

Sec. 11. The jurisdiction of Local Union No. 22 shall be the city of Indianapolis and the following additional territory: Indianapolis and vicinity, also 100 miles north and south, 50 miles east, and State line west, unless other locals are formed within the above-mentioned territory.

Sec. 12. The business agent of the union may visit the work at all times during working hours, but he shall in no way interfere with the progress of the work; also, a steward may be on each job, who will attend to the business of the union.

Sec. 13. Parties of the first part agree to pay parties of the second part all car fare above the regular city rate in Marion County (no traveling time to be allowed on work in Marion County). When employer orders men to report to work and men report and are not permitted to work, each man shall receive two hours' pay for same. (Employer not to be held responsible for stoppage of work owing to bad weather.)

Sec. 14. When work is outside of Marion County, transportation and traveling time shall be paid to and from the job by the employer, and men are required to work 15 days or forfeit such transportation and traveling time. If the men remain on the job until its completion or until laid off by the employer regardless of the time worked, they shall receive pay for transportation and traveling time. When men are sent out of Marion County, they shall receive straight time while traveling, from the time of departure until arrival at job, providing, however, that they report for work at the job immediately upon arrival at destination, between the regular working hours. Failing to do so they shall receive no pay for traveling time. Furthermore, they, or the union, shall reimburse the employer for their traveling expense.

Sec. 16. Both parties hereto agree that any working rules now in existence, in conflict with the terms of this agreement, shall not be operative and each party agrees that it will not adopt any working rules for the control of its members that will conflict with the terms or application of this agreement.

ART. III. SEC. 2. For the sole purpose of limiting the working-day to eight hours and discouraging the practice of working overtime, it is mutually agreed that all work performed after the regular eight hours, except shift work, shall be paid for at the rate of double time.

SEC. 4. No work will be performed on Labor Day, except in case of dire necessity, where the property of the employer is in jeopardy and when the service of the men is required to place the same in safe condition. Double time will be allowed for any work on Labor Day.

SEC. 5. When two or more shifts are employed on the same work, men in each shift shall work seven and one-half hours for eight hours' pay and will be paid the regular straight-time rate of wages per hour, and double time for work done between 12 o'clock noon Saturday and Monday 8 a. m. and for all holidays provided herein. The hours for each shift may be arranged between the employer and the men as may be the most advantageous.

To eliminate hazard and accidents no work will be performed on or with material covered with wet paint except under the provisions of Article III, section 4, of this agreement.

ART. IV. SEC. 1. Wages shall be payable in United States legal tender money weekly, on Saturday, before 12.30 noon, on the job; not more than one and one-half days to be withheld on city and two and one-half days may be withheld on out-of-town jobs. Workmen remaining on job after 12.30 noon Saturday for money due shall be paid the minimum wages for such waiting time.

SEC. 2. When a workman quits of his own accord, he shall receive his pay on the next regular pay day. When a man is discharged or laid off he shall be paid on the job or be given a time check which shall be paid immediately on presentation at the office of the employer during office hours, and if it is not paid immediately upon his arrival at the office, and if he remains there during office hours, he shall be paid double time for such waiting time, Saturdays, Sundays, and holidays excepted.

ART. VII. SEC. 1. Any differences that may arise in connection with the operation of this agreement, which are not adjusted by employer and employee, shall be submitted to a joint arbitration board for adjustment, said board to be composed of two members of the party of the first part and two members of the party of the second part, and their joint decision shall be considered final and binding upon their respective organizations. In the event of a disagreement, joint arbitration board shall select a disinterested party to act as arbitrator, and his decision shall be final and binding upon both parties. This board shall meet at least once each month, but a call for a joint meeting may be made at any time by either organization upon the other should necessity arise and a meeting must be held within 48 hours of receipt of such call. No work shall cease pending final decision of the joint arbitration board.

ART. VIII. SEC. 1. When members of the union are called upon by their international association or the building trades department, or the Building Trades Council of Indianapolis, in accordance with the department laws, to protect union principles, it shall in no way be a violation of these rules.

SEC. 2. The abandonment of work by the individual members of the party of the second part, either separately or collectively, by concerted or by separate action, on any building or buildings, being constructed by or for any member of the party of the first part, will be considered a breach of this agreement, unless the party of the second part, upon demand, furnishes within 24 hours an equal number of competent men for such work.

ART. IX. SEC. 1. A suitable shed or shanty for reasonable protection from the elements, for extra clothing, lunches, etc., and as a place to change clothing shall be provided; a supply of good drinking water shall be provided at all times for the needs of the workmen.

SEC. 2. This agreement shall be in full force and effect from May 9, 1927, to and including December 31, 1928.

The following sections are taken from the 1927 agreement of Local No. 33, of Rochester, N. Y.:

ARTICLE I. SECTION 3. It is further agreed that not more than one apprentice to every seven journeymen shall be employed on structural work and reinforced concrete work, and not more than one apprentice to every journeyman shall be employed on the architectural work.

SEC. 4. It is further agreed that a member of the union shall be employed as a foreman on each job where four or more are employed.

ART. II. SEC. 12. There shall be no cessation of work at any time on account of jurisdictional disputes or disagreements between local unions. We agree to abide by the decisions of the national board of jurisdictional awards and the decisions of the building trades department of the American Federation of Labor. In case of disputes the parties of the second part further agree that they will endeavor to settle same without suspension of work. Sympathetic strikes ordered by the international association are not to be considered a violation of this agreement. It is agreed that laborers may be used to unload and pile and carry conveniently all reinforcing rods.

ART. III. SEC. 3a. The parties of the second part further agree not to amend or alter this agreement without giving the parties of the first part at least four months' notice in writing. In the event of no notice being given, it shall be considered a renewal of this agreement for the ensuing year.

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 the bill of prices of Local No. 266, Memphis, Tenn., in effect in 1927, are as follows:

Any violation of this entire bill or parts of same the members shall report to the shop collector, who shall report same to the union for adjustment.

All jobs not mentioned in this bill to be decided by the union.

No cigar maker is to be discharged or laid off on account of calling attention to shop irregularities.

Whenever men are limited to a stipulated number of cigars for a week's work, they shall not be required to report daily for work, but be privileged to make same in the time usually required by them.

When the supply of stock is insufficient to keep men at work, no cigar maker to be hired.

Manufacturers employing one or more journeymen are allowed one apprentice and no more.

Whenever size of boxes or condition of cigars are of such nature as to impede regular progress of the packer, the local union to be authorized to remedy the matter.

Cigars packed in envelopes, pouches, or small packages of one or more cigars to the package, to supply banquets, baseball parks, or other places of public gatherings or amusements, shall be paid at the rate of 50 cents per hour.

Clerks, Retail

INCLUDED in the membership of the Retail Clerks' International Protective Association are those persons who are employed in mercantile and mail-order establishments handling and selling merchandise. The national organization has prepared a short form agreement which is in very general use. It reads as follows:

This agreement, mutually entered into this — day of —, A. D. 19—, by and between the Retail Clerks' International Protective Association, through their authorized agents, —, as president of Local No. —, and —, as secretary of Local No. —, of the city of — and State of —, as parties of the first part, and —, of the city of — and State of —, as part— of the second part.

Witnesseth: That said parties of the first part, in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all parties to be kept, done, and performed, do hereby lease for the period of — to the said part— of the second part — Union Store Card —, the property of and issued by the Retail Clerks' International Protective Association.

Part— of the second part agree— to retain in — employ only members, or those if eligible who will become members within 30 days from the date of

their employment, of Local No. —, Retail Clerks' International Protective Association.

Part— of the second part agree— that ——— store, located at No. ———, in the city of ———, State of ———, shall close at the following time:

All day on Sunday; all day on the following legal holidays: ———; at 12 o'clock noon on the following legal holidays: ———; at — o'clock on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays; at — o'clock on Saturdays. Parties of the first part agree to advise all local organizations of the city of ——— and State of ——— of the action of the second part— signing this agreement; and

It is further agreed by all parties that the interests of each shall be mutually taken care of and advanced, and that any violation of the foregoing stipulations shall be sufficient cause for surrender of the union store card.

The following is a copy of an agreement of Local No. 523, made with the retail merchants of Marion, Ill., March 4, 1927:

That the party of the first part, in consideration of the promises of the party of the second part being faithfully kept and performed, promises and agrees:

1. That it will exercise its influence to advance the interest of the party of the second part as employers of union labor, and it will enhance the interests of their employers by distributing printed matter and visiting the various industrial organizations of the city and advising them to patronize said party.

2. That it will loan without cost to the party of the second part, Store Card No. —, these cards are and shall remain the property of the party of the first part and will be surrendered by the party of the second part upon violation of any of the provisions of this agreement.

3. The party of the second part, in consideration of the promises of the party of the first part being faithfully kept and performed, promises and agrees:

(1) All employees over 16 years of age shall become members of the party of the first part within two weeks after commencing work and remain in good standing during the life of this agreement. And employees must procure a working card within two weeks after commencing work and retain same as long as employed. That each person over 16 years of age employed as extra help shall procure a working permit card from Retail Clerks' International Protective Association secretary, and pay to said secretary the sum of 10 cents per each and every day or fraction of a day that they are employed. All merchants agree not to retain in their employ, after being notified by the secretary of Local No. 523, Retail Clerks' International Protective Association, any employee who has not procured said card, correctly stamped each month by Local No. 523. And no more than one employee under 16 years of age be allowed to work to each five union clerks employed or major fraction thereof. Merchants employing no clerks may employ one under 16 years of age.

(2) It is hereby agreed that all employers will receive and consider a list of idle members of Local No. 523 for investigation.

(3) That they shall grant the following holidays (if granted holidays fall on Sunday, the following Monday will be observed) to their employees without any reduction in wages: All day Armistice Day, all day Labor Day, all day Decoration Day, all day Thanksgiving Day, all day Fourth of July, and all day Christmas Day. In return for which the party of the first part agrees that its members will work until 8 o'clock p. m. two days preceding Christmas Eve and Christmas Eve until 9 o'clock p. m.

(4) It is understood that clerks shall wait on all customers in the store at the time of closing.

(5) Clerks shall not be required to begin work before 7 o'clock a. m., and all stores shall close at 6 o'clock p. m. every night except as provided for in section No. 3. All merchants agree not to sell any goods on Sunday or legal or granted holidays except in case of sickness or death.

(6) It is understood and agreed that no member shall be discriminated against or denied employment because of his or her activities in matters affecting the Retail Clerks' International Protective Association.

(7) Proprietors of stores who employ no clerks will be given the use of the store card of the Retail Clerks' International Protective Association, providing they recognize, sign, and live up to the same opening and closing hours as stores employing union clerks.

(8) Any employers intentionally requiring any employee to work longer hours than the hours specified in this agreement shall be deemed a violation of this agreement, unless compensated for same.

(9) That no orders be taken for delivery that will cause any employee to work longer than the hours specified.

(10) Merchants handling ice cream and cold drinks in connection with groceries are compelled under this agreement to close their grocery department at 6 o'clock p. m.

(11) Be it further agreed, that the parties of the second part agree to close their places of business from 11 o'clock a. m. Thursday and Friday during the Williamson County Fair for the remainder of the day.

(12) That this agreement shall be in force and effect from the 1st day of February, 1927, to the 1st day of February, 1929.

(13) Butcher shops, restaurants, and ice-cream parlors handling groceries, hardware, and miners' supplies agree not to sell same after 6 o'clock p. m.

(14) Party of the second part agrees to pay all clerks over 16 years of age a minimum wage of \$12 per week.

(15) Be it further agreed that employees be granted a vacation of one week with pay, provided said employee has worked for said employer 12 months, less than 12 months, one-half pay.

(16) Local No. 523 further agrees that its members will honestly put forward every effort to close all stores in competition with other merchants in Marion, as provided in section No. 5.

(17) It is understood that the clerks shall care for their stock in such a manner as to protect it from damage before leaving the store.

The following items are taken from the general agreement between the Butte Clerks' Union and Silver Bow Employers' Association, Montana, May 1, 1927:

1. All persons employed by the members of the Silver Bow Employers' Association in the following work: Department managers, salespeople, window trimmers, mail-order departments, floor walkers, milliners, cashiers, bundle wrappers, street salesmen, collectors, advertising writers, warehousemen, receiving and shipping clerks, order-counter employees, retail deliverymen, and all employees not under the jurisdiction of other unions, excepting bookkeepers and stenographers who do such work exclusively, shall be members of the Butte Clerks' Union in good standing or shall become members of said union within 30 days after securing employment.

2. No person not eligible to membership in the clerks' union shall be employed at any time without written permission from the Butte Clerks' Union.

3. The establishments shall be divided into two classes, viz: Textile stores and foodstuff stores.

6. Eight hours of labor and one hour for lunch shall constitute a day's work in all textile stores.

7. Nine hours for male members and eight hours for female members and one hour for lunch shall constitute a day's work in foodstuff stores.

8. Any person employed for less than a day shall receive a full day's pay; in other words, any person who is allowed to report for duty on any day shall receive a full day's pay, except that overtime may be worked on Sundays and holidays.

9. In foodstuff stores four hours shall be allowed, or its equivalent, for each week in which Saturday afternoon closing is in effect in textile stores. Foodstuff establishments shall open for business not earlier than 8 a. m. and close at 6 p. m.

10. Exclusive hardware houses may open at 8.30 a. m. and close at 5.30 p. m.

11. Textile establishments shall open not earlier than 9 a. m. and close at 6 p. m., except that all textile stores shall close at 1 p. m. the first Saturday after July 4 and continue to close every Saturday thereafter at 1 p. m. during the months of July and August. It is understood that if the clerks' union fails to enforce this half-holiday provision upon any store employing any of its members, after written notification through the Silver Bow Employers' Association, the particular group to which the store belongs shall be exempt from its provisions.

12. The closing hours before Christmas shall be as follows:

Foodstuff stores may remain open until 9 p. m. on the three working-days prior to Christmas.

Wholesale houses, no additional time.

Textile houses may remain open until 9 p. m. on the four days prior to Christmas.

Work performed during this period to the time of closing shall not be construed to be overtime.

13. All establishments shall be closed all day as follows: All Sundays, Christmas Day, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Commercial Day (third Wednesday in August), Labor Day, Columbus Day, and Thanksgiving Day. When any of the above holidays fall on Sunday, the following Monday shall be observed.

14. Wholesale houses shall close at 1 p. m. on every Saturday. Work may start one hour earlier in these establishments on this day. All work after 1 p. m. shall be paid as overtime.

15. Members shall be paid for the above-mentioned holidays.

18. All work in excess of the time specified as a day's work or on Sundays or holidays, as specified, shall be paid as overtime at the rate of 70 cents per hour for men and 50 cents for women and apprentices.

22. Overtime due to the members of the said union shall be paid to the business agent of the said union.

23. One apprentice shall be allowed for each four members of the union. Any person 18 years of age starting an apprenticeship shall be paid for the second year's apprentice scale. Those 19 years, the third year's scale. Cash or errand boys or girls shall not be under the jurisdiction of the clerks' union.

24. All apprentices shall file application with the clerks' union and secure a working card before commencing employment, and after each year's employment shall be advanced to the next scale, if retained.

26. Cigar and fruit stores: The closing hours shall not apply to such establishments, but the employees shall be under the jurisdiction of the said union and other rules apply.

27. Window trimmers shall be allowed to trim windows after working hours, provided overtime is paid or the trimmer allowed the same time off the next day.

28. Alteration department: No piecework shall be allowed in this department or any work leased out. Any seamstress temporarily acting as a fitter shall receive fitters' wages. No apprentices shall be allowed in this department. Before commencing work in this department new employees shall first secure a permit from the clerks' union.

29. The business agent of the clerks' union shall be permitted to interview any employee during business hours, provided such employee is not engaged in waiting upon a customer. He shall also collect all dues, fees, fines, and assessments due from members of the said union and all overtime due to the said members through the office of each establishment, but the office of the Silver Bow Employers' Association shall not be required to enforce the collection of dues, fines, and assessments.

32. All misunderstandings or disagreements over the interpretation of this agreement shall be submitted to a joint committee for adjudication, the number of representatives on such committee to be mutually agreeable.

33. This agreement shall be in full force and effect on and after the 1st day of May, 1927, and shall terminate on the 1st day of May, 1930, provided that if neither party gives notice during the month of April, 1930, of a desire to change the provisions the agreement shall automatically remain in full force and effect for three years thereafter.

Druggists

On holidays specified by the agreement between the employers' association and the clerks' union four and one-half hours shall constitute a day's work.

Every other Sunday shall be allowed off.

Forty-eight hours per week for girls employed as soda dispensers, cigar clerks, cashiers, etc., shall be considered union hours. All work in excess of this shall be paid for at the rate of 50 cents per hour, in the manner prescribed by the general agreement with the employers' association. All work in excess of the prescribed work as above for male employees shall be paid for at the rate of time and one-half in the manner provided by the general agreement.

The shifts shall so rotate as to permit each member to enjoy the benefits of the early shift after having worked on the late night shift.

Clothing Trades

SEVERAL of the unions in the clothing trades have joint sanitary boards which make the agreements with individual employers or with manufacturers' associations where such exist. The agreements are generally lengthy, some of which provide for arbitration, and in the instance of the cloth hat and cap makers for an unemployment fund.

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 by the national organization and 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 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 printed in Bulletin No. 448 (pp. 67-69).

Cloth Hat and Cap Makers

MAKERS of cloth hats and caps and millinery workers are included in the Cloth Hat, Cap, and Millinery Workers' International Union. Their agreements generally are lengthy and are made by a local union or a joint board where one exists, with individual employers. Most of the agreement of Local No. 8, Baltimore, made January 6, 1927, with a local firm is here given:

System of work

1. The system of work shall be week work.
2. Forty hours in five days shall constitute a week's work.

Employment

1. The employer agrees to employ none but members in good standing of the union to perform all the cutting, operating, blocking, lining making required by him in the manufacture of cloth hats and caps.
2. The employer agrees that no foreman will do any work in any of the branches above enumerated, and that no member of the firm, if the employer

be a corporation or partnership, will perform any of the work in the branches above enumerated, all these operations to be performed by union members only.

3. Should the union worker be laid off and any member of the firm, foreman, or any worker who is not a member of the union do his work, the employer shall reimburse the worker so laid off for loss of earnings.

4. In the case where more than one cutter, operator, or blocker is employed, if the employer stops any one cutter, operator, or blocker the other members of this particular branch of work can not work without him.

5. All overtime work shall be paid for at the rate of time and one-half. No work shall be done on Saturday or Sunday under any circumstances.

Unemployment fund

1. The employer shall pay to the 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 the Cloth Hat, Cap, and Millinery Workers' International Union, Local 8, accompanied by a statement on a form supplied by the union, setting forth a list of the workers, the amount of wages paid to each, and the total sum of wages paid for that week.

2. 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.

3. The sums of money thus received by the union 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 the union.

General provisions

1. When workers are ordered to report for work, they shall be employed and paid for a full day.

2. When in need of workers, the firm shall apply for same to the union.

3. No workers shall be discharged without sufficient cause and without giving a committee of the union the opportunity to first investigate the alleged cause for such discharge.

4. There shall be no strikes or lockouts during the life of this agreement for any cause or reason whatsoever, but all disputes or disagreements shall be taken up for adjustment between the firm and a committee of the shop. In the event the shop committee fails to adjust the controversy, the matter shall be taken up for final settlement with the committee of the union.

5. All work shall be made in the employer's shop, and 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.

6. 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.

7. 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 send goods to such firms, its members, agents, factors of 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.

8. The employer shall not enter into any individual agreement with any employee, and the contract between the employer and employee shall be evidenced by this agreement.

A few sections of the agreement of Local No. 38 with a firm in Denver, effective March 1, 1927, follow :

2. Forty-four hours shall constitute a week's work.
3. The following six legal holidays shall be observed and the workers are to receive pay for same, they having to perform no work on these days: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
5. All new help may be on trial for two weeks before he or she is permanently engaged and his or her wages agreed upon.
The union agrees to supply needed help wherever possible and in the event that the union is unable to supply necessary help when needed, the firm will employ apprentices for any department that is necessary.
6. * * * At the end of six months those apprentices kept by the firm shall join the union and their wage shall be as by the mutual understanding and agreement of the union and the firm.
All disputes arising between the firm and the employees shall be brought to the attention of the shop chairman and shop committee, who shall take this question for advisement and shall promptly render a decision. If this decision is not acceptable to the employer, the matter shall be placed before a board of arbitration, consisting of three members jointly selected, whose decision shall be final and binding on both parties.

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, hatters; also sheepskin workers, tanners and dyers, and feather-boa workers. The agreements are generally lengthy and are frequently made for two or three years. The following agreement effective February 1, 1927, to February 1, 1929, was made between Locals Nos. 1, 5, 10, and 15 and individual employers in New York City :

1. The firm hereby agrees to employ for the cutting, squaring, operating, finishing, nailing, ironing, examining, cleaning, and beating work and all other performances required for the completing of the fur garment and auxiliaries used in its fur manufacturing business, none but members in good standing in said union, and the union agrees to furnish such workers. The firm agrees when employing a new worker to send him or her to the union to get a working card made out to that firm entitling said worker to be employed by that firm. No worker shall be employed without such card.
2. Forty-hour, five-day week. The regular working hours shall be from 8 a. m. to 12 m. and from 1 p. m. to 5 p. m. on the first 5 working-days in the week.
3. During months of August, September, October, and November of each year overtime shall not exceed two hours daily, five days a week, at the rate of time and one-half.
4. The union or the employees may select from among the workers in the shop of the firm one or more who shall act as shop chairman and as collector of dues. The collection of dues shall not be done during working hours.
5. The said firm shall cease to employ any and all employees who are not members of said union in good standing, and who do not conform to and comply with the constitution or other laws or regulations of said union, whenever the firm shall be notified to that effect by the representative of the union.
6. No member of said union shall be discharged from employment by said firm until an arbitration committee decides whether the intended discharge is justifiable.
7. No member of said union shall be discharged from employment by said firm by reason of his activity in said union or by reason of his furnishing said union or its members with any information regarding the working conditions in the shop of said firm. Workers discharged contrary to the terms of this agreement shall be reinstated with compensation for time lost.

9. No employee shall be permitted to work on the following legal holidays, namely: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Columbus Day, Labor Day, Election Day, Thanksgiving Day, and Christmas, but nevertheless said workers shall receive full pay for said holidays, except New Year's Day, Lincoln's Birthday, and Washington's Birthday. Employees whose factories are not working on all of the Jewish holidays or who do not desire to work on such holidays, are permitted to exchange the legal holidays above mentioned for the Jewish holidays nearest thereto. Whenever two or more Jewish holidays exchanged occur in the same week the hourly rate of pay for that week shall be as if the week had one legal holiday.

10. Firms whose factories are closed only on certain holidays shall be permitted to exchange Columbus Day, Election Day, and Thanksgiving Day for the two days of the Jewish New Year and the Day of Atonement, on even terms.

12. 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.

13. A worker who is discharged before the end of the week shall be entitled to a full week's wages. Failure to notify a worker of his discharge on or before the last working-day of a week shall entitle him to a full week's compensation for the following week.

14. These provisions shall not apply to a worker during the first (trial) week of his employment.

15. No worker shall be discharged in a week preceding a holiday week.

16. Wages shall be paid every Friday in cash.

17. No piece work shall be permitted.

18. No inside contracting shall be permitted.

19. No time contracts with employees shall be permitted. This provision and the other provisions of this contract shall not apply to superintendents, designers, foremen, and other employees of the administrative-office staff.

20. No worker is permitted to work at more than one craft.

21. No work shall be given or taken by employees to be done outside of the factory.

22. The firm may give work to contractors, provided the entire force in the factory of the firm is fully employed and the entire space therein is fully utilized, provided that no such contractors shall at any time employ less than five fur workers, and further provided that such contractors shall maintain contractual relations with the union and shall at all times comply with all provisions of the union agreement.

If the firm desires to give out merchandise for the production of a complete garment to be made by another firm, the name of said latter firm must be filed with the union prior to the giving of said merchandise, and the permission of the union must first be obtained.

23. The entire garment shall be made on the same premises and no section of a garment shall be given out to contractors.

24. The firm shall pay the wages of the employees of its contractors in the event of the contractor's failure to pay the same, and the workers of the contractors shall have a lien on all the goods of the firm on which they shall have performed work to the extent of the wages due them from the contractor.

25. The firm is not to do any work or send any work to any concern against whom the union shall be conducting a strike during the pendency of the strike.

26. No apprentices shall be permitted until February 1, 1928, and commencing on that day the following regulations shall apply to apprentices during the remaining terms of this agreement:

(a) If the firm desires to engage an apprentice, it shall at once register with the union the name of the proposed apprentice and the craft in which he is engaged, and the consent of the union shall be obtained prior to his employment.

(b) If the firm employs less than eight workers it shall not be entitled to add an apprentice to its force.

(c) The firm may engage one additional apprentice for each additional 10 workers. Under no circumstances shall the number of apprentices in any one shop exceed five during any one calendar year. The number of apprentices shall at all times be in proportion to the number of workers in the shop, as provided in these regulations.

(d) In shops employing more than two apprentices, the union shall distribute or apportion the remaining apprentices in a fair proportion to the different crafts in the shop.

(e) Except as provided in paragraph B of these provisions, the ratio of apprentices to regular workers shall not exceed 10 per cent in any one shop in any one calendar year.

(f) The period of apprenticeship shall be six months.

(g) Apprentices drawn from trades other than the fur trades shall be paid not less than \$16.50 per week during the first two months of apprenticeship. After that, gradual increases in wages shall be granted to the apprentices. The difference between the starting wage of the apprentice and the minimum scale of his particular branch and class of work shall be fairly distributed during the balance of the apprenticeship period in order to enable the apprentice to receive his full minimum wage at the completion of his apprenticeship.

(h) Apprentices drawn from any one craft of the fur trade into any other craft thereof other than into one in which they are considered regular workers shall be paid not less than \$27.50 per week during the first month of apprenticeship, and proportionate increases thereafter during the period of apprenticeship.

(i) The provisions of the agreement in regard to the classes of workers as affecting wages applies to apprentices.

27. The maintenance of proper sanitary conditions and the observance of all laws relating to fire protection and all labor laws shall be considered an essential part of this agreement.

28. A representative of the union shall have access to the factory during working hours and shall be given every opportunity including the opportunity to examine the necessary books and records of the firm to investigate whether the conditions of this agreement are being observed.

31. The firm hereby agrees to keep books and original records of the actual time worked every day by each worker in the shop, for a period of each calendar year. The firm agrees to keep all time cards or sheets when a time clock is used by the firm for a period of each calendar year.

32. It is further agreed that in the event of an unemployment emergency arising in the industry, and the conference committee functioning under the collective agreement between the Associated Fur Manufacturers (Inc.), the Fur Trimming Manufacturers Association, and the Joint Board Furriers' Union, evolves and devises a plan for the relief and mitigation of such unemployment, that plan shall be binding upon the parties to this agreement.

33. As security for the faithful performance of this agreement on its part, the firm hereby deposits the sum of \$—— with the union, it being agreed that in the event of any violation of this agreement by the firm 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 firm from enforcing any legal remedy he may have by reason of a breach of this agreement. A violation by the firm of any of the provisions herein contained shall be deemed to constitute a wrongful discharge of employees.

34. Title to the money deposited with the union as aforesaid shall pass to the union upon the signing of this agreement, but the union agrees to return such sum to the firm on the 15th day of February, 1929, provided the firm shall have in the meantime performed all the terms of this agreement on its part required to be performed, and further provided that the firm shall have submitted satisfactory evidence of its compliance with the terms of this agreement.

36. The firm agrees not to designate a person as foreman for the purpose of evading the terms of the agreement. The intent of this provision is to protect workers from violating the terms of the agreement with regard to hours and division of work regulations under the cloak of foremanship designation.

37. The firm is allowed one foreman for nailing, operating, and cutting and one head finisher for finishers. In the event that a head of the firm is actually continuously managing the shop, then said firm is not entitled to a foreman for operating, nailing, and cutting unless it employs at least 10 workers, exclusive of finishers.

38. No employee shall be permitted to work for two firms at the same time.

Additional articles contained in the two-year agreement of the Fur Dressers, Dyers, and Floor Workers' Union, Local No. 54, of Newark, N. J., February 1, 1927, as here given:

8. The "firm" shall always have the right to regulate the floor work in the shop with a view toward efficiency and production, providing, however, that such system does not discriminate against any worker. It is understood, however, that in slack times the work shall be divided amongst the employees in the shop equally, as has been the custom heretofore. Fleshing and shaving by machines shall be regulated according to the memorandum hereto attached.

(a) During the slack season no member of a firm or foreman shall be permitted to work on the floor after the floor workers have left.

(b) Each flesher or shaver employed in the shop of a firm shall be entitled to a full equal share of the work if he is able to finish said full share of work within the allotted time of eight hours.

(c) The firm agrees that it will employ during the term of this agreement such fleshers, shavers, and floor workers as may be out of employment for more than one week: *Provided*, That over the average amount of wages in the trade is being earned in the factory to which such fleshers, shavers, or floor workers are sent. The facts in the case to be submitted to the joint board of arbitration, and this board shall designate in what factory or factories such employee or employees are to be placed.

11. (b) * * * A son of an employer working as an apprentice flesher or shaver for his father shall be a regularly registered apprentice of the union.

12. Foremen of fleshers and shavers not doing work on the bench need not be members of the union. All those who work on the bench must be members of the union.

(a) All foremen and watchmen must be members of the union. It is understood that so long as a watchman receives the minimum scale of wages the union will not adjust in any manner the wages for watchmen.

13. (b) * * * No work except wetting of skins, washing beavers and nutrias, and other absolutely necessary work shall be performed on Sunday or on the 1st of May.

Overtime shall be paid for at time and one-half the regular pay. All provisions for overtime apply only to week workers.

No overtime shall be permitted while there are any members of the union unemployed and who can be furnished to the firm by the union.

No overtime shall be permitted during the months of June, July, and August unless absolutely necessary. No employee shall be compelled to work on any legal holidays.

No more than eight hours' work shall be permitted on any legal holiday.

Overtime shall not exceed two hours per day during the first five days of the week.

15. It is agreed between the parties hereto that during the period for which this contract is made there shall be no revision of wages or prices hereinabove stipulated to be paid to the workingmen, either upward or downward, and there shall be no change in the hours of labor to be performed per week. Neither party hereto shall have the right during the period of this contract to request any such change or revision. The firm may, of its own volition, increase the compensation to any of its employees, but such act shall not be construed as abrogating any provision of the section and shall not give the right to the union to make demands for revisions of prices or changes in working hours upon the firm for and on behalf of other workingmen. It is agreed that the wages, hours, and prices herein agreed upon are firm and not arbitrable during the period of this contract. It is absolutely understood that when a new kind of fur not specifically provided for in the exhibits hereto attached makes its appearance in any shop, the prices to be paid therefor shall be agreed upon between the firm and the representative of the union. Such price shall become a part of the exhibit.

16. No work shall be given to employees to be done at their homes.

17. Any employee whose scale of pay at the time of signing of this agreement or during the life of this agreement is or shall be greater than that named hereinabove shall not have his pay reduced.

18. The union agrees that during the existence of this contract it will not enter into contracts with any dresser in which lower rates of wages or prices, or more advantageous terms will be provided for, without first obtaining the consent of the board of arbitration.

19. The refusal of the union to perform work for any firm whose employees are on strike in the fur trade in the city of New York or elsewhere shall not be considered a breach of this contract.

23. Firms consisting of more than two members shall be entitled to two shares either on the bench or on the floor. Should an added number of such employers desire to work on the bench or on the floor they must become members of the union.

24. If the firm during the term of this agreement at any time ceases to be the sole owner of the business, either through the sale or transfer of the business, and the property connected with it, or through the formation of a copartnership to own or take over said business and said property, and said firm shall, within two days after such change of ownership, give notice in writing to the secretary of the union, either personally delivered to the secretary or directed and mailed to him by registered mail to 118 Market Street, Newark, N. J., or such other address as may hereafter be given to said firm by said union, which said notice or letter shall set forth the date of the change of ownership of said business and property, the names and addresses of the purchaser or transferees of said business, and if the purchaser or transferee is a corporation, the name of said corporation, the date and place of incorporation, and the names and addresses of its officers. If such copartnership is formed, said notice shall also set forth the names and addresses of the copartners who comprise said copartnership.

Glove Workers

WORKERS engaged in making gloves or mittens of cloth or leather comprise the International Glove Workers' Union of America. A national agreement known as the union-label agreement is made, which is observed by all locals.

Extracts from a form agreement in very general use among the unions were printed in Bulletin No. 419 (pp. 71, 72). Many locals make in addition a supplementary agreement accompanied by a schedule of prices, as the work is entirely piecework. Such an agreement is that of Local No. 63 of Minneapolis, effective May 14, 1927, to May 20, 1929, and reads as follows:

First. It is understood and agreed that this agreement is to cover the working conditions and shop rules not included in this union-label contract, and that the schedule of prices attached hereto is a part of this agreement.

Second. The employer agrees that not more than 46½ hours shall constitute a week's work for all workers included in this agreement. The above is understood to mean 46½ hours' actual work, all workers to be at their machine or block until quitting time. The Saturday half-holiday shall be granted during 12 months of the year. All overtime work shall be paid for at the rate of time and one-half, and work performed on holidays shall be paid for at the rate of double time. No work shall be performed on Sunday. The following holidays shall be observed: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Third. It is mutually agreed that the union will not cause or sanction any strike, and that the employer will not lock out his employees while this agreement is in force. All questions of wages or conditions of labor which can not be mutually agreed upon shall be submitted to an arbitration board of three. The employer to choose one, the union one, and the two to choose a third member. The decisions of this board of arbitration shall be final and binding upon the employer, the union, and the employees.

Fourth. There shall be created an adjustment committee of three to be elected by the union to meet with the employer for the purpose of adjusting all differences not embodied in this agreement.

Fifth. The employer agrees that all new kinds of work not specified in the schedule of prices attached hereto shall be submitted to the union for adjustment of prices to be paid, same to be mutually agreed upon.

Sixth. The employer agrees to an equal division of work in quality and prices, and in slack time to an equal division of quantity.

Seventh. The employer agrees that there shall be no discrimination against any member of the union for the reason of his or her holding office in the union, doing committee work, or serving in the interest of the union.

Eighth. The employer agrees to retain in his employment for the manufacture of gloves and mittens only members of the International Glove Workers' Union of America in good standing, who are in possession of a paid up working card; but in no case shall nonunion help be engaged as long as any competent union help is idle.

Ninth. The employer agrees that the president or the secretary of the local, or any duly accredited representative of the local, may visit the employees in the factory at any time.

Eleventh. It is further agreed that the Wells-Lamont Manufacturing Co. may buy and sell in accordance with their regular jobbing business other merchandise that does not bear the union label, provided the foregoing provisions are enforced in conformity with article second of the union-label agreement.

Twelfth. This agreement shall remain in force until May 20, 1928. Should either party desire to alter, amend, or annul this agreement, it shall give a written notice thereof to the other party one month before the expiration of the agreement; and if the parties fail to give such notice, the agreement shall continue in force for another year and so on from year to year until such notice is given. It is understood and agreed that the prices specified in the attached schedule of prices shall take effect beginning May 20, 1927.

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 the agreements with manufacturers' associations where such exist.

The agreements are generally lengthy. Most of the agreement made between the international officers of the union and the Association of Dress Manufacturers of New York City, effective February 3, 1927, to December 31, 1928, follows:

First. The association obligates itself for its members that they will live up in good faith to all the provisions of this agreement, and the union obligates itself in good faith for all of its members that it will live up to the provisions of this agreement and that the workers will perform their work conscientiously, faithfully, and efficiently under the terms of this agreement.

Second. (a) Each member of the association shall employ and retain in his employ none but members in good standing of the union to perform all designing, patternmaking, cutting, grading, operating, sample making, hemstitching, pleating, tucking, pressing, examining, cleaning, and the making of buttonholes and embroidery, and all other work that may be required. A member in good standing is one who is not in arrears for more than two months in the payment of dues and assessments to the International Ladies' Garment Workers' Union and who carries a union membership card.

(b) No member of the firm, foreman, or designer shall do any work in any of the branches above enumerated, except for the purpose of instructing sample makers or other workers. If such member of the firm, foreman, or designer, or any worker who is not a member of the union, does work in any branch in which union workers are to be employed, the association agrees to impose a fine for the first violation amounting to not less than one week's wages, in accordance with the minimum base rates as provided for in this agreement, such fine to be paid over to the union.

If a union worker has been laid off, and any member of the firm, foreman or designer, or any worker who is not a member of the union does his work the employer, in addition to the penalty of one week's wages provided for above, shall reimburse the workers so laid off for loss of earnings based upon the amount of work done by such persons.

(c) When engaging new workers, the employer agrees to retain only such as will present to the shop chairman within 24 hours after their engagement a working card issued by the union verifying that they are members in good standing. With respect to cutters, pattern makers, or graders, it is agreed that no such employee shall be engaged unless they present, within 24 hours from the first day of their employment, a working card countersigned by a representative of the union and such card has perforated thereon the weekly wages agreed upon between him and the employer. The employer agrees to continue paying to such worker wages at least equal to those designated on such working card.

Third. (a) There shall be at all times in the shop of each member of the association a shop chairman elected by the employees at a regular shop meeting held in the presence of a union representative.

(b) A duly authorized officer or representative of the union, accompanied by a duly authorized officer or representative of the association, shall have access to the factory of each member of the association at all times for the purpose of investigating the condition of the shops and for the purpose of ascertaining whether the provisions of this agreement are fully complied with. They shall also have access to the firm's books for the purpose of ascertaining the correct earnings of the workers employed in the shop and for the purpose of ascertaining the names of the manufacturers or jobber for whom the association member works or with whom he deals. Upon complaint of the union of underpayment of wages, prices, or scales, the employer shall submit to the representative of the union his pay roll for the purpose of ascertaining the earnings of the workers.

Fourth. A week's work shall consist of 40 hours, divided into the first 5 working-days. Work shall begin at 8 a. m. and continue until 5 p. m., with an interval of one hour for lunch. No work shall be done on Saturdays or Sundays under any circumstances.

Fifth. No overtime shall be required so long as there are vacant accommodations in the shop for additional workers and such additional workers can be secured. In the event there are no vacant accommodations in the shop for additional workers or such additional workers can not be secured, overtime work may be required, but not exceeding one hour per day. Extra compensation shall be paid to week workers only and at the rate of double pay.

Sixth. The employer may upon notification to the union through the association at the beginning of the season install new machinery and other labor-saving devices. If by virtue of such installation workers will lose their positions, such workers shall receive not less than two weeks' wages for loss of time. Prior to the engagement of new workers to operate new machines a price for such work shall be fixed by the union and the association.

Seventh. (a) The following legal holidays shall be observed in the industry: Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and one-half of election day. All week workers shall be paid full wages for such holidays. Refraining from work on May 1 or on Columbus Day shall not be deemed a violation of this agreement.

(b) Should a legal holiday fall on Saturday, the association agrees that the workers shall be paid on the basis of a 36-hour week.

Tenth. (a) All piecework prices shall be settled by the employer and a price committee in the presence of the shop chairman. Such price committee is to be elected at a regular shop meeting in the presence of a union representative.

(c) Should the employer and price committee fail to agree, the garment in dispute shall be submitted to a test. The "test hand" shall be chosen by agreement between the employer and price committee. The price of the garment to be determined by such "test hand" shall be equal to the established hourly rate of the "test hand" multiplied by the number of hours it takes such "test hand" to make a garment.

(d) The hourly rate of the "test hand" shall be established in the following manner: Two garments of different styles on which prices have been previously settled, one to be chosen by each party, shall be given to the "test hand," who is to do the work without interruption or interference. The time consumed on the work on such garment shall be recorded by both parties. The garment so tested shall be made under the same conditions as stock work. No garment on which the average earnings of the worker has been less than the minimum schedule of its work rates shall be selected for such test. The amount earned by the "test hand" in making such settled garment divided by the number of hours consumed, shall determine the established hourly rate of the "test hand."

which shall in no event be less than the minimum hourly base rate for piece-workers as fixed by this agreement.

(e) If, upon investigation, it should be established that the piece price has been settled below the base rate, to wit, when a representative number of workers of the shop do not earn such base rate, such price shall be resettled and all employees already paid at the original rate shall be entitled to the increase fixed by the resettlement for all work formerly done upon such garment.

(i) Payment of wages shall be made weekly and on a fixed day. Wages shall include all work completed 48 hours before pay day.

(j) In no event shall there be reduction of wages or a reduction on adjusted prices, nor shall the employer charge members of the union for any damage to material unless such damage was willfully caused or unless it is the result of gross neglect. The employer shall furnish all tools incident to the work without charge to the worker.

Eleventh. With respect to pressers who are paid by the piece, it is agreed that prices shall be settled according to a schedule yielding the average presser \$60 per week, or \$1.50 per hour. Should it be found that on certain garments the pressers have failed to earn the minimum above provided, such garments are to be resettled on the basis of the minimum and the pressers are to receive back pay on all garments pressed. If upon investigation it is found that the pressers fail to earn the average wage, prices on said garments shall be resettled for future orders only. In no event shall a resettlement of prices be required where it can be proven that the average wage can be earned at the settled price.

Twelfth. (a) All workers engaged after signing of this agreement shall after a trial period of one week be considered regular employees of the firm, and shall be entitled to all rights, privileges, and benefits of this agreement and subject to the obligations of the same. It is agreed that by mutual consent between the individual worker and the employer, and upon verification by the union and the association of such consent, the trial period may be extended from one to two weeks. If a week worker is not retained by the employer after such trial period, he shall receive for the work performed by him during such trial period compensation equal to at least 15 per cent above the minimum scale herein provided.

(b) No worker shall absent himself from the shop without sufficient reason. In case a worker has so absented himself without sufficient reason and the employer requests that he return to the shop, the union agrees to return him to work within a reasonable time, not to exceed three days, provided the employer has furnished the name and address of such employee.

On the failure to return within such time the worker's employment in the shop may be terminated by the employer. It shall, however, not be necessary for workers to report for work every day and to remain in attendance in the shop at such time during the dull season, when there is no work for them. All workers, except cutters, required to come in during the dull season shall be provided with at least one-half day's pay.

(c) At all times work shall be distributed among members of the union as equally as possible. When cutters are laid off for lack of work, they shall be laid off in such order that each shall receive a week's work in rotation as far as practicable. If, however, five or more cutters are employed in the shop, the employer may employ one cutter steadily. The cutter so employed shall do the general overseeing, pattern grading, pattern making, special marking, and special cutting. If, however, less than five cutters are employed, the employer may retain one cutter, who shall do general overseeing, pattern grading, pattern making, and estimating only.

(d) If the employer suspends work during any part of the slow season he shall, upon resumption of work, give employment to the workers who have been laid off at the end of the preceding season before engaging any new help.

(f) No home work shall be permitted by the employer.

(g) No contracting or subcontracting work within the shop shall be permitted.

(h) The employer shall not enter into any individual contract with any member of the union nor accept any security from any such member.

(i) The employer may, upon notification to the union through the association at the beginning of the season, reorganize his business, where such reorganization is due to a permanent curtailment of his business. Such reorganization, however, shall not reduce the number of operators to less than 12. If by reason of such reorganization, pattern makers or cutters are discharged, such pattern makers or cutters shall receive compensation to be determined upon with

reference to the amount of time they have been employed; but in no event shall such compensation be less than one week's salary, nor more than four weeks' salary.

(j) The association agrees that its members shall comply with all standards of sanitation provided for by the laws of the State of New York and the joint board of sanitary control in the ladies' garment industry.

(k) The employer agrees to conduct fire drills in accordance with the requirements of the State law and standards in the ladies' garment industry. Such fire drills are to be conducted by the joint board of sanitary control at the expense of the manufacturers. The amount of expense to be borne by the employer under the provisions of this section shall be determined by the joint board of sanitary control after a conference with the association, and shall be paid through the union.

(l) The maintaining of sanitary conditions in the shop of the employer and the compliance by said employer with the sanitary rules established by the joint board of sanitary control shall be considered an essential part of this contract.

Thirteenth. Members of the association shall attach to all garments produced by them the label adopted by the joint board of sanitary control, to designate that the garments carrying the same have been manufactured under the proper sanitary surroundings. The joint board of sanitary control shall furnish such labels at cost to manufacturers conducting union shops.

Fourteenth. Members of the association who use embroideries, hemstitching, pleating, or tucking on garments obligate themselves to deal with union shops only and to use no such embroideries, hemstitching, pleating, or tucking that do not bear the union and sanitary label where such label has been adopted in the respective industry.

Association members also agree to purchase and use no buttons except such as bear the union label adopted in the industry and from manufacturers conducting union shops.

Sixteenth. (a) No member of the association shall discharge a worker, except for misbehavior, before a notice in writing is served on the union of the reason for the intended discharge. In case of a discharge for alleged misbehavior, and it be determined that the worker be reinstated, he is entitled to receive pay for all the time he stayed out. If the discharge is sustained, such worker shall receive pay for the time he stayed out after the first 20 working hours.

The union shall investigate the notice of the intended discharge within 48 hours of the receipt of same. If the union does not consent to the proposed discharge, the question shall be referred to the trial board, whose decision shall be final. Pending such decision the employee shall continue working at full pay.

Seventeenth. (a) None of the merchandise manufactured by the association members shall be directly or indirectly manufactured for or sold to or for the account of any manufacturer or jobber who is not under contract with the union to observe and maintain union standards.

(b) In order that the union may have an opportunity at all times to investigate the final destination of the merchandise manufactured by the employer, each employer agrees to furnish to the union through the association, at least once a month, the names of manufacturers and jobbers for whom he is working and to whom he is selling merchandise.

(c) None of the merchandise manufactured by the employer shall be made for him in the shop of any other employer except by agreement between the association and the union, and then only in the shops of members of the association.

(d) The employer shall not purchase any ready-made garments from any factory located in New York City or outside of New York City unless the workers in his inside shops are fully employed, nor in any event, from any factory that does not maintain the standards of wages and hours established under this contract, does not operate under a contract with the union, and is not registered with the union.

Eighteenth. (a) Before admitting a new member the association shall inform the union in writing of the application for membership. If a strike or dispute shall be pending between the applicant and the union at the time, the union shall give to the association within five days a written statement containing full particulars of the matters in dispute, and the association will not admit such applicant until such dispute has been adjusted. The association may undertake to adjust the dispute or may submit such adjustment to the impar-

tial chairman. Such adjustment shall be made on the basis of the agreement existing between the union and the applicant, and the rights of the union and of the employees under such agreement shall be preserved up to the date of such adjustment. After the applicant has been admitted to membership in the association this collective agreement shall supersede his individual agreement with the union.

(b) The association shall once in every month furnish to the union a full list of all its members, with the location of their places of business, and keep the union informed at all times of additions and changes.

Nineteenth. There shall be no interruption of work in any shop for any reason excepting in the case of a dispute in prices as provided for in this agreement, but work shall proceed in operation subject to the determination of any dispute or grievances as hereinabove provided for. In case of an interruption of work, the union obligates itself within 24 hours upon notice from the association to order the workers back to work, and upon the failure of the workers to return within said period of time, the said workers shall be deemed to have abandoned their employment.

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

Should the clerks or deputies fail to agree, the question or dispute shall be referred to a trial board consisting of one member from each organization, party hereto, and a third party or umpire who shall be chosen by the respective representatives of the parties hereto on the said trial board. The umpire shall be appointed immediately upon such disagreement and shall be rendered within 48 hours from the submission. A decision of two members of such board shall be effective and shall be final.

Any member of the association who fails to comply with the decision of the clerks or deputies or with an award of the trial board within 72 hours from the rendition of same, shall forfeit all his rights and privileges under this agreement, and, if such decision or award includes a payment of money, the association obligates itself to pay all such money to the union or any of its members, as the case may be, within 48 hours after such default.

If a new complaint is made against an association member after his default in compliance with such decision or award, he shall not be reinstated to membership in the association and to his rights under this collective agreement until and before such new complaint has been fully adjusted.

Twenty-first. There shall be created a conference board under this agreement to consist of five representatives of the union and five representatives of the association, for the purpose of considering and passing upon general trade problems, and to more effectually carry out the purpose and spirit of this agreement. Meetings of such board shall be called upon three days' notice to the association and the union.

Twenty-second. As security for the faithful performance of this agreement on its part, and on the part of all the manufacturers constituting its membership, the association has deposited with the International Union Bank, to the joint credit of the parties hereto, the sum of \$10,000, which sum shall continue on deposit. Any and all awards of damages in favor of the union or any of its members made by the clerks or deputies or the said trial board shall be paid out of such security deposit, and the association shall, within 72 hours after such payment, replenish the security deposit to the full amount of \$10,000, or, at its option, pay the damages so awarded directly and leave the deposit intact.

Twenty-third. The union obligates itself to enter into no contract by reason whereof any contractor engaged in the dress industry shall receive any benefit or aid not accorded to members of this association, pursuant to the terms of this agreement, or contain any terms more advantageous to such contractor, and any such benefit, aid, or advantage accorded to any contractor in violation of this agreement shall be deemed incorporated herein.

The association may from time to time inspect all individual contracts entered into between the union with individual contractors for the purpose of ascertaining whether this clause is complied with.

Men's Clothing Workers

THE Amalgamated Clothing Workers of America, composed of workers on men's clothing, 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. In October, 1927, the Joint Board of Shirt, Boys' Blouse, and Separate Collar Makers of the Amalgamated Clothing Workers made an agreement with independent manufacturers in New York, the major portion of which reads as 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 mutual relations between the parties hereto with a view of securing harmonious cooperation between them and averting disputes.

1. The employer agrees to employ none but members of the union in good standing for all cutting, operating, and pressing required by him in the manufacture of men's shirts, boys' blouses, and separate collars, regardless of where the shop owned or controlled by said employer shall be located.

2. The employer agrees to engage any and all new workers through the office of the union, who shall identify themselves by bringing union working cards directing them to said employer's place of business.

3. 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. Trial period for pressers, however, shall be only one week.

4. A duly authorized officer or representative of the union shall have access to the factory of the employer during working 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 being fully complied with by the employer.

5. * * * All pieceworkers, either pressers or operators, shall be paid the piece rates for the different kinds of work at the same rate as now being paid at the time of the signing of this agreement. Whenever a new kind of work or a new kind of material is given to the workers for which no piece rate exists, the union and the employer shall agree on a price. Apprentice or learner operators shall receive a minimum wage of \$12 per week.

6. A week's work shall consist of 44 hours. All work done outside the regular daily hours shall be considered overtime and paid for at the rate of time and a half for week workers and 50 per cent above the regular prices for pieceworkers.

7. No overtime work shall be performed on Saturdays and Sundays during any period of the year, except only upon consent of the union having previously been obtained. In any case where the employer desires to work overtime, the union shall be notified and the arrangement must be by mutual consent. It is also agreed that power in the shop shall not run between the hours of 12 m. and 1 p. m. or before 8 a. m.

8. All week workers shall be allowed 10 legal holidays with full pay. There shall be no lay-off of workers on and during or because of a holiday week, however.

9. During the slack season all the available work shall be divided equally among all the employees without any discrimination.

10. The workers shall not be required to work on any merchandise which is intended for any firm against which a strike is being conducted by the union.

11. The employer shall not discharge any employee for any reason whatsoever before notice is first given by the employer to the union concerning the cause or reason for the intended discharge, and only after the union, upon investigation, finds the alleged causes or reasons sufficient, shall the employer discharge such employee.

12. The employer agrees to keep his shop in a sanitary condition and agrees to comply with all State and municipal sanitation laws.

13. If the employer does not directly manufacture within his own shop then in that case he may send his work to contractors, but only such as are named on

the registration card supplied by the union, which card is hereby made part of this agreement. No work shall be sent to any contractor not specified on said registration card: *Provided, however,* That the parties to this agreement may jointly amend such list of contractors on said registration cards and such changes mutually agreed to shall then be considered a part of this original agreement.

14. Each manufacturer is responsible for the wages and conditions in the shops of all his registered contractors.

15. The manufacturer hereby agrees to employ one or more cutters in his shop and all cutting shall be done on the premises of the manufacturer.

16. It is agreed that 400 ply shall be the maximum height of any given lay in the cutting room.

17. Because of the difficulty of determining with certainty or with approximate or reasonable certainty the amount of damages which will result from a breach of this agreement on the part of the employer, and because of the irreparable injury which will flow from any breach of this agreement on the part of the employer for which there is or can be no adequate remedy at law, the employer hereby agrees that the minimum damage which the joint board will sustain by reason of any breach of this agreement on the part of the employer, will be an amount not less than \$———. The employer hereby agrees to deposit with the joint board immediately upon the execution of this agreement the sum of \$——— as liquidated damages to secure the union and its members for the full and faithful performance by the employer of all the covenants, agreements, and undertakings to be performed by the employer under this agreement, and for the full and faithful observance of all of the restrictions assented to by him. Upon any default by the employer of any condition, term, covenant, or undertaking under this agreement, the amount of \$——— held by the joint board shall forthwith be paid to the joint board as liquidated damages and shall forthwith become the property of the joint board. Upon the termination of this agreement and in the event of the full compliance with all the terms, conditions, covenants, and undertakings by the employer, then the amount of \$——— held by the joint board may at the request of the employer be returned to him.

18. Upon the failure of the employer to perform all of his agreements herein contained, or upon his failure to observe all the restrictions placed upon him under this contract, the joint board shall have the right to terminate this contract at its option (but without in any way waiving its right to damages hereunder), and the employees of the employer, members of the union and of its component local unions, shall have the right to cease working for the employer.

The agreement of the Baltimore Joint Board made with individual manufacturers, March 28, 1927, contains the following paragraphs:

If the above-mentioned contractors can not take care of the work during the busy season, the union shall provide such additional contractors who will insure prompt deliveries.

It is understood that the prices agreed upon at the time of settlement shall not be changed unless a general change takes place in the market as a whole.

A check for \$200 will be held as collateral for a period of six months to insure that the contractors and prices are not changed. If the manufacturer does not live up to the above agreement, the collateral is forfeited.

The United Garment Workers of America have a short standard form or label agreement between the national organization and individual manufacturers. Its principal sections, printed in Bulletin No. 383 (pp. 58, 59), have undergone no change except that the price of labels has been increased from \$3 to \$4 per thousand.

Tailors

THE Journeymen Tailors' Union of America comprises tailors, cleaners, dyers, pressers, and bushelmen working in the clothing in-

dustry. Their agreements are generally short. Extracts from a 1927 agreement of Local No. 381 with a firm in Allentown, Pa., follows:

All persons in making of any part or parts of suits, overcoats, etc., to be members of the Journeymen Tailors' Union of America.

Forty-eight hours shall constitute a week's work. All time in excess shall be paid at the rate of time and one-half, double time for Sundays and stipulated holidays such as Christmas, New Year, Independence Day, Decoration Day, and Labor Day.

A free sanitary workshop adequately equipped with tools, heat, light, and ventilation.

Coopers

MEMBERS of the Coopers' International Union of North America are makers of barrels, kegs, vats, tanks, and the like. Coopers in breweries are frequently members of the brewery unions, although when they are sufficiently numerous to form independent unions these unions generally affiliate with the Coopers' International Union. There is usually but one local in a town.

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. Except for the sections relating to wages (which are piece rates), the agreement of Local No. 71 with the Manufacturing Coopers' Association at Newell, W. Va., made April 1, 1927, follows:

2. The employer, through its properly accredited officers and committees, will treat with the properly accredited officers and committees of the employee on all matters of mutual interest and concern affecting working conditions, wages, and other matters.

3. The properly accredited officers and committees of the respective parties hereto shall have full power to adjust all differences that may arise between them.

4. All differences arising between the parties hereto, affecting wages or working conditions under this agreement or any modification or extension thereof or any future wage or working agreement, which can not be amicably adjusted by the duly accredited representatives of the respective parties hereto shall be submitted to arbitration in the following manner, to wit: Each of the parties hereto shall select one person and the two so selected shall select three other disinterested persons, the five thus chosen to act as a "board of arbitration," to whom such differences shall be submitted for consideration and settlement. The decision of a majority of such board of arbitration upon the differences at issue shall be final and binding upon both the parties hereto. And pending the settlement thus of any such difference there shall be no strike, lockout, or cessation of work on the part of either of the parties hereto. The expense of such arbitration shall be borne by both parties, one-half by each.

9. The repairing of casks and barrels shall be done on a day-wage basis at the rate of 78 cents per hour, except in cases where such repair results from the fault or neglect of an employee making such package, in which event such employee shall make the repair without expense to the employer.

19. In order to meet the demand for cooperage labor it is mutually agreed as follows: That whenever the employer requires additional coopers he may make application in writing to the employee and set forth his requirements for such labor. If the employee fails to provide competent journeymen coopers within seven days after application and without taking them from like employment elsewhere, then the employer making such application shall have the right to put on an apprentice.

21. The employer agrees to place all timber under cover when practicable to do so; and under all conditions shall keep under cover and protected from inclement weather sufficient timber for the normal needs of his employees for a period of at least two months,

22. The employer will make his places of employment comfortable by placing lights and stoves for heat in winter or at any other time of the year when necessary.

23. The employer shall provide toilets at his places of employment for the use and convenience of employees.

24. The employer agrees to pay the employees every two weeks at not later than 1 o'clock p. m.

25. It is further agreed that should an employee at any time become dissatisfied with his employer, or vice versa, the employment of such employee may be terminated, either by the employee himself or by the employer, upon one giving the other one week's notice. The employee agrees to strictly adhere to and comply with the provisions of this agreement.

26. The employee agrees to place its official stamp on all cooperage packages made under this agreement and to aid in the sale of such packages or recommend the employer whenever called upon as a fair union concern.

27. The employee agrees to work faithfully at the above-stated prices to the best of his ability and in a satisfactory manner; and any employee who is willing to do so may work overtime at the request of his employer without prejudicing himself with his fellow workmen or his local.

29. This agreement shall continue for the period of one year, namely: From April 1, 1927, to April 1, 1928, subject, however, to the provision that either party hereto may open the same at any time after 45 days and pending any adjustment of any opening of the wage scale hereunder work shall continue under protest until settlement is reached as provided for under clause 4 of this agreement.

The following articles are taken from the agreement of Local No. 94 made with breweries in Chicago, April 21, 1927:

ARTICLE 2. All coopers shall receive \$45 per week; 44 hours shall constitute a working week. The wages shall be paid every Saturday noon and to be paid in currency.

ART. 3. All work done in excess of time herein specified, and all work done on legal holidays, such as New Year's Day, 1st of May, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at the rate of time and one-half.

All work performed on Sundays shall be paid for at the rate of time and one-half, also on Saturday after 12 o'clock noon.

ART. 5. * * * All new and repair work shall be done by members of the Coopers' International Union only and bear the C. I. U. official stamp. In case of emergency the coopers may assist in the brewery department, and vice versa, the brewery men may assist in the cooperage department.

Firemen and Oilers

WORKERS belonging to the International Brotherhood of Firemen and Oilers are 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. Local No. 32, of Detroit, Mich., made an agreement April 1, 1927, which, as given below, is nearly complete.

ARTICLE II (a) It is hereby understood and mutually agreed by and between the parties mentioned that in all factories employing firemen, oilers, helpers, water tenders, boiler washers, coal passers, and ash handlers shall work 6 days per week, a day's work to consist of 8 consecutive hours, or 48 hours per week.

(b) * * * It is further mutually agreed that time and one-half shall be paid for overtime work.

ART. III. (a) It is further understood that the chief engineer shall have full charge of all firemen, oilers, and all other boiler-room help, and in his absence the engineer on duty, appointed by the chief, shall have charge of all boiler-room help.

(b) It is further mutually agreed that the firemen in charge of the boiler room, while on duty, shall not perform any other duty, which shall take him out of the said boiler room, not in connection with his duty as fireman.

ART. IV. It is further mutually agreed that there shall be a weekly pay day.

ART. VI (a) It is further mutually agreed that in case of sickness of any firemen or boiler-room help, a man in good standing in Local No. 32, International Brotherhood of Firemen and Oilers, shall be employed to fill the vacancy, if the fireman or other boiler-room help, as the case may be, returns to work, before the expiration of three months, he shall be reinstated in his said position.

(b) It is further agreed that any time a vacancy occurs a member in good standing of Local No. 32, International Brotherhood of Firemen and Oilers, will be employed to fill the vacancy. If, at any time such vacancy occurs, it is impossible to obtain a union man of the said Local No. 32, a nonunion man may be employed to fill the said vacancy, said nonunion man to be secured through the business agent of Union Local No. 32, International Brotherhood of Firemen and Oilers, of Detroit.

ART. VII. It is further mutually agreed that whenever there are two or more firemen employed, they may with the approval of the chief engineer alternate at such periods as a majority may agree upon.

ART. VIII. It is further understood that all firemen and other boiler-room help shall be obliged to give a 24-hour notice before resigning their position, and shall receive a 24-hour notice when discharged from his said position.

ART. IX. It is further mutually agreed that in case of grievance or difference between the employer and employees the difficulty in question shall be laid before an arbitration committee, consisting of five men, two of whom shall be appointed by the employer, and one of the two so appointed shall not be in any way interested in that particular industry. Two shall be appointed by Local Union No. 32, International Brotherhood of Firemen and Oilers. One of the two appointed shall not be a member of a national or international union, the members of which are employees of that particular industry, the fifth man shall be elected by the four men appointed as above and shall not be in any way interested in the industry or be a member of any labor organization.

Glass Industry

THERE are several unions composed of workers engaged in various branches of the glass-making trade. Each of them makes a national agreement with its employers. The work is generally piecework and the agreement usually takes the form of a price list.

Flint-Glass Workers

AGREEMENTS with organized manufacturers are made annually by the American Flint Glass Workers' Union. The glass making is entirely piecework. Scales with rules are prepared for the various departments in the industry.

Rules accompanying the pressed-ware scale made September, 1925, and continued without change to the present time, read in part as follows:

RULE I. The right of the manufacturer to hire and discharge employees is acknowledged, and it is understood that when workmen are hired that members of the American Flint Glass Workers' Union shall have the preference. When no competent union labor can be procured, labor can be drawn from any source.

RULE II. Whenever it is necessary to reduce the force of employees or make needed changes, a week's notice shall be given by the manufacturers, and under all circumstances a like notice shall be given by one or more working men before quitting work, and when work becomes slack, necessitating the cutting down of the force of working men, men shall not be discharged but work shall be divided among those competent to do it. This does not apply in cases of drunkenness, incompetency, neglect of work, or the violation of any acceptable factory rules. Financial secretaries must be in receipt of a factory card signed by the factory committee and manager specifying that the person

desiring his card has either worked his week's notice or to have been released by the company.

Where it is necessary to make a permanent reduction in the working force the management has the right to reduce his shops and retain such workmen as he feels are best fitted to do the work, without discrimination, but this does not apply to a temporary reduction in orders, the letting out of a furnace temporarily, etc.

Where a permanent change has taken place and subsequent developments warrant the force being increased, then the workmen who were dismissed have preference to reemployment, without discrimination, before outsiders are employed, provided the applicants are competent of doing the work.

RULE III. Four and one-quarter hours shall constitute a turn's work in the press-ware department.

RULE IV. Each manufacturer shall be entitled to employ in press department 2 apprentices to each 10 pots in operation at gathering or foot setting, who shall work 12 months at 10 per cent less than list wages.

RULE V. One apprentice shall be allowed to each 15 journeymen employed at continuous tanks.

RULE VII. The shop shall not be charged for any defective ware not caused by its own fault: *Provided*, That workmen failing to report imperfect metal or molds to one person designated to receive reports shall be responsible for imperfect goods made thereby.

RULE X. In case of a disagreement in any factory in this association, it shall, if possible, be settled in the factory in which it occurs. In case of a failure to agree the matter shall be referred to the manufacturers' and workers' committee for settlement. Pending the discussion and decision of such difference there shall be no lockout, strike, or cessation of work by either employer or employed, and the decision of said manufacturers' and workers' committee shall be final and binding upon the Manufacturers' Association and the American Flint Glass Workers' Union and the members thereof. The American Flint Glass Workers' Union agree to assist the manufacturers in procuring competent workmen to fill the place of any employee who violates or refuses to abide by Rule X.

RULE XI. When similar articles are made in factories both day and night, the work shall be divided so that the shops shall work alternately, each week or two weeks, as may be agreed upon in the factory.

RULE XIII. There shall be no work on the following holidays: New Year's Eve, from 6 p. m. until 6 a. m. January 2; Memorial Day; Fourth of July; Labor Day; and Thanksgiving Day from 6 a. m. to 6 a. m. the following day; and 6 p. m. Christmas Eve until 6 a. m. December 26.

RULE XV. The night turn shall not be obliged to set pots after working their night's work. No company shall commence to set a pot after 11.30 a. m. on Saturday.

RULE XVII. The pressed-ware department shall be governed only by the rules adopted by the manufacturers and workers in conference and mutually accepted factory rules.

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 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, and a rate is provided for each kind or part of a bottle blown. Extracts from the agreement and working rules applying to operators of Owens automatic bottle machines at Newark, Ohio, and Streator, Ill., made September 1, 1925, were printed in Bulletin No. 419 (p. 81); while some of the rules and regulations governing the machine department were given in Bulletin No. 393 (pp. 61, 62). Sections from the rules and regulations in the covered-pot department, effective September 1, 1927, follow:

SECTION 11. When firms work their furnaces more than one turn the men so employed shall change off alternately.

SEC. 13. Workmen, when called upon to blow for a finishing machine, if put to a loss on account of a faulty machine, shall be paid their average day's work, and in nowise will they be paid or receive less than \$5 per day.

SEC. 14. Eight hours per day (actual working time) shall constitute a day's work, starting time to be arranged between the firm and the branch, with one hour for dinner, at the end of the first four hours, work to cease at 4 p. m. on Saturday. The night shift to work eight hours also, and there shall be no Saturday night work.

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

Nothing in these rules shall be so construed as to prevent any factory operating three turns in 24 hours.

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

Where there are a number of idle competent men at any branch and not enough to operate three shifts, manufacturers and the committee shall use every effort to arrange for a division of time and work with the idle men.

SEC. 16. The following-named holidays shall be observed in the United States and Canada: Labor Day and night; Thanksgiving Day and night; Christmas eve, day and night; Decoration or Memorial Day and night; and Fourth of July eve, day and night; or the day set apart when any of the above holidays fall upon Sunday; the eve begins with the ending of the shift nearest to 6 p. m. Where the eve is not provided for as a holiday two shifts shall be worked and work shall cease not later than 12 o'clock midnight.

SEC. 17. Victoria Day shall be observed in Canada instead of Decoration Day and Dominion Day instead of the Fourth of July.

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

SEC. 19. Continuous operation is agreed to, but each of the workmen shall take four consecutive weeks' vacation between June 15 and September 15, the time to be arranged between the factory committee and the firm.

SEC. 20. All workmen shall be compelled to receive and the manufacturers must pay in full in cash every two weeks, and not more than one week's earnings shall remain unpaid. There shall be no deductions for private accounts or bills against workmen.

SEC. 24. Each firm must make a cash settlement within 10 days after the fire goes out.

SEC. 27. Any workman holding a regular place desiring to quit work must give notice to the manufacturer, and shall work five consecutive blowings afterwards in his regular place. Manufacturers desiring to discharge a workman must give him the same notice, with the same rights. The workman or firm giving or receiving such notice shall immediately notify the factory committee of same, and under no consideration shall a card be granted or settlement made during the season unless this rule has been fully complied with. This rule not to be so construed as to prevent a blower being discharged upon sight for violating this rule.

SEC. 28. It is agreed that apprentices be taken for the season of 1927-28 at the ratio of 1 apprentice to each 10 journeymen steadily employed.

SEC. 30. Firms who for any cause reduce the number of their journeymen must also reduce the number of their apprentices in the proportion to the journeymen employed at the time of reducing their working force, so that they at all times shall be within the requirements of this rule.

SEC. 31. Firms having put in an apprentice, and if from any cause said apprentice leaves the trade, he can not be duplicated; but should an apprentice die during the first year of his apprenticeship he may be duplicated during that season only. However, any apprentice who may enter and be retained in the service of his country may be duplicated. This not to apply to apprentices who may have entered the service prior to September 1, 1918.

SEC. 32. An apprentice shall serve not more than 4 years, consisting of 40 working months, from date of being put in to blow. Said apprentice shall receive not less than 75 per cent of journeyman's wages. No loss of time to be charged against the apprentice, unless the time so lost can be reasonably attributed to him.

SEC. 37. Workmen are permitted to enter the packing-room before starting and after stopping work on the day or night turn or during the regular stopping times, for the purpose of inspecting or looking after ware made by their shops, but must not remain in the packing-room after such inspection has been made.

SEC. 38. Workmen shall not wait longer than one hour, day or night shift, on bad glass or for any other cause. Should the delay be occasioned by bad glass it shall be understood that the workmen affected shall use every effort during the said hour to get the glass in proper condition and if the glass is not in proper condition at the expiration of said time workmen shall report to the manager, and if he does not instruct them to lay off it shall be understood that they will be paid day work, less the one hour above mentioned.

SEC. 40. No workman shall be permitted to work more than one shift in 24 hours. This rule shall also apply to apprentices.

SEC. 43. A preliminary conference for the purpose of considering wage scale for the next season shall be held the first Tuesday in May and the final conference as soon after the manufacturers and workmen have held their conventions as necessary arrangements can be made.

The agreement made by the employers operating automatic feeding and flowing processes with the Glass Bottle Blowers' Association, September 1, 1927, omitting the sections relating to wages and jurisdiction, reads as follows:

SECTION 1. Six days or six nights shall constitute a week's work, but operators will be required to work on Sunday when necessary to put their machines in order for the coming week. Starting and quitting time shall be left to the option of the different factory managers and the branch.

SEC. 2. Operators are to report bad glass, defective machines, molds, and tools to the factory foreman as soon as discovered.

SEC. 3. All operators shall receive their earnings in full in cash, every two weeks, and not more than one week's earnings shall remain unpaid when this payment is made.

SEC. 4. Any operator holding a place, and desiring to quit work must give notice to the manufacturer and continue work for five consecutive days immediately thereafter. If a manager desires to discharge an operator, he must give him same notice with same rights. Parties giving or receiving any such notice shall immediately notify factory committee of same, and under no consideration shall cards be granted or settlements made during the year unless this has been fully complied with. This rule shall not be so construed as to prevent managers from discharging operators on sight for violation of this rule.

SEC. 6. The right of the managers to hire and discharge employees is acknowledged, but it is understood when an operator is to be hired, he shall be a member of the Glass Bottle Blowers' Association, providing said association shall be able to furnish experienced or satisfactory operators, and in case it is not, then help may be drawn from any source, at the option of the manufacturer, and any operator so put up shall at the end of six months be taken into the association.

SEC. 7. Each operator, if he so elects, shall be entitled to two weeks' vacation during the year, said vacation to be taken at a time to be agreed upon with the factory manager, so as not to interfere with the successful and full operation of the factory, during months of June, July, August, and September.

SEC. 8. No change in the rules or wages shall be made until acted upon by conference of officers of the Glass Bottle Blowers' Association and delegates from the factories employing their operators.

SEC. 9. The number of operators permanently employed operating upon any automatic machine shall be determined by the manufacturer operating said machine, and the duty of such operators shall be defined by each factory manager.

SEC. 11. A conference of the officers of the Glass Bottle Blowers' Association and the manufacturers employing their operators shall be held during the month of August of each year. At such conference the rules and wages shall be adopted for the coming year.

SEC. 13. There shall be no cessation of work in any factory, pending the adjustment of any disputes or differences between the firm and branch, unless on instructions of the executive board of the Glass Bottle Blowers' Association.

SEC. 14. Notice of any changes to be requested shall be mailed to both presidents 60 days prior to annual conference.

Window-Glass Cutters and Flatteners

CUTTERS and flatteners employed in the machine window-glass factories compose the Window Glass Cutters and Flatteners' Protective Association of America. The agreement is made between the union and the employer. That made October 6, 1927, is practically the same as the one which was in effect September 25, 1926, extracts from which were given in Bulletin No. 448 (pp. 86-88). Section 13, however, was rewritten to read as follows:

No cutter or flattener shall be allowed to work Thanksgiving Day, 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 all holidays except Christmas, falling on a week day, the flattener shall work until 8 a. m. on the morning of the holiday and resume work at 8 a. m. on the morning of the following day; except when the holiday falls on a Saturday, in which case he shall resume work on Sunday night following at the regular time.

When a holiday falls on a Sunday the flattener shall not be obliged to begin work until 8 a. m. on Tuesday following, but in that case he shall be required to have previously worked two extra turns.

In the observance of Christmas, falling on a week day, the flatteners may cease work one or two turns prior to Christmas, provided they have worked the corresponding number of extra turns the previous Saturday or Saturdays. In every case the flatteners' turns are to be made at the same time as the blow room.

Sections 28 and 32, not included in the extracts given in Bulletin No. 448, follow:

SECTION 28. This wage scale shall remain in full force and effect until August 3, 1923, and so long thereafter until terminated by either party on 60 days' previous written notice to the other party of the intention so to do.

No such notice of termination can be given prior to August 3, 1928.

In case such notice is given, it shall be the duty of the wage committees of both parties to meet not less than 15 days prior to the expiration of the notice, and endeavor to agree upon a new wage scale.

Sec. 32. No by-law of the workers' organization shall affect the working rules or other provisions of this wage scale.

Extracts from another organization with a similar name—The Window Glass Cutters and Flatteners' Association of America (Inc.)—containing workers engaged in the manufacture of window glass by machine processes, were printed in Bulletin No. 419 (p. 82).

Window Glass Cutters' League

AGREEMENTS of the Window Glass Cutters' League of America are made with window-glass manufacturing plants using sheet drawing machines. Extracts from the agreement with manufacturers using the Fourcault process were given in Bulletin No. 448 (p. 86). The agreement in effect October 7, 1927, with those using the Libbey-Owens process includes the following provisions:

Wages

SECTION 3. * * * In case selling prices of glass are reduced for a period of 30 days below this company's present levels of prices, the cutters will take a reduction equal to one-half of such per cent reductions of present prices, but wages shall in no event be lower than 38 cents per 100-foot box for single strength and 42 cents per 100-foot box for double strength.

When the selling prices of this company are advanced to this company's selling prices of February 24, 1927, on any subsequent increases in the selling prices the cutting rate shall be increased to one-half of such per cent of increases.

Working rules

SECTION 3. Glass shall be set at least 2 feet from the cutters' table and no glass shall be piled closer than 2 feet from the buck.

SEC. 4. (a) Conditions permitting, nine hours will constitute a day's work, except on Saturdays, when cutters shall leave at 4 p. m.

(b) Cutters must not quit for the day before 5 p. m. without permission from the boss cutter, except on Saturdays, which will be 4 p. m.

(c) Cutters shall take one hour for luncheon at the same time in each factory. The time of luncheon period to be determined at each factory by the company and the cutters' organization.

(d) A cutter desiring to leave work early or wishing to be absent from his work for a day or more must get permission from his boss cutter or inspector.

(e) Officers of the cutters' league are excepted.

(f) Cutters must make complaints to their preceptor and the preceptor must take up such complaints with the manager in his division. The manager will immediately investigate the complaint and try to make satisfactory adjustment.

(g) These working rules apply to each cutter who has sufficient amount of glass to keep him busy.

SEC. 5. 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-treasurer of the league at headquarters.

SEC. 8. When cutters are employed to cut down, reassort, and recut the company is to deduct 2 per cent dues from their earnings and forward same each period to the secretary-treasurer of the league.

SEC. 9. Company to furnish oil, chalk, and iced drinking water and to see that the rooms are properly heated.

SEC. 10. Cutters shall not be required to work Sundays, except when deemed absolutely necessary by the preceptory council, consisting of the chief preceptor and four other members.

SEC. 11. Cutters shall keep their stalls clean. If the cutter leaves the stall clean in the evening and it is not in that condition in the morning, the company shall have the stall cleaned.

SEC. 12. Cutters shall not work on the following holidays: Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day.

SEC. 13. 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. 14. The boss cutters and inspectors in cutting rooms shall be known practical cutters.

SEC. 15. In case of discharge, seven days' written notice must be given by the employer, and any cutter quitting a place must give the same notice and faithfully work out same, unless released by the employer. In case of a cutter quitting or being discharged he shall be paid in full as soon as possible.

SEC. 16. No preceptor, executive-board member, or wage-committee member shall be discharged except for willful neglect of work or incompetency, and in such cases notice of same is to be given through the president.

SEC. 19. The company in signing this scale or in authorizing the signing of this scale agrees to employ only known practical window-glass cutters, who are members of the Window Glass Cutters' League of America, and further that they will not employ an apprentice unless his master workman is a member of the Window Glass Cutters' League of America; and the Window Glass Cutters' League of America agrees to fully man all factories where this scale is in force with competent cutters.

Window-Glass Workers

THE National Window Glass Workers comprises window-glass blowers, gatherers, cutters, and flatteners. Extracts from the scale effective September 1, 1926, were printed in Bulletin No. 448 (pp. 88 and 89). The president of the union advises the Bureau of Labor Statistics that no agreements were negotiated in 1927.

Horseshoers

THERE is but one union to a town in the locals comprising the International Union of Journeymen Horseshoers of the United States and Canada. Agreements are negotiated by the local unions. The 1927 agreement between the Hudson County (Jersey City, N. J.) Local No. 59 of the journeymen horseshoers and Local No. 74 of the United Horseshoers' National Protective Association of America, here given is practically complete except for the section relating to wages.

SECTION 1. That members of Local No. 74 agree to employ none but members in good standing. In return, the members of the International Journeymen's Union agree to work for none but those complying with conditions of the agreement and who are members in good standing of Local No. 74.

Masters may have a nonunion man when they are unable to secure one belonging to the union until such a time as they can be supplied with a union man. When a nonunion [man is] employed, master to keep \$1 a day out of his pay. Same can be used as initiation fee if so desired.

Sec. 2. That members of Journeymen's Union No. 59 agree not to accept employment in corporation shops that may be started after the signing of this agreement, excepting such corporations as may now be employing union men, to whom this section will not apply. American Railway Express and Scatuorchio section left open to organize county.

Sec. 3. No repairs in the way of putting on old shoes shall be done in any shop unless such shoes bear the trade-mark of the master and journeymen association, respectively.

Corporation shops now employing union men using the J. H. U. label and vouched for by Local No. 59 shall be entitled to have all necessary repairs done.

No fastening or repairs done on the street by bosses of journeymen. Anyone not abiding with the foregoing section will be reported to the joint conference board and action will be taken. Bosses' name must be on all shoes, together with both labels.

Sec. 5. Working hours shall be 8½ hours per day for the first five days of week; starting at 7 a. m. to 12 noon, and from 1 p. m. to 4.30 p. m. The work shall not exceed 47½ hours.

In case of sharpening, overtime shall be paid time and a half

Sec. 6. No journeyman horseshoer shall be allowed to obtain work for the employer, unless in case where the nonunion shop is being dealt with where the master journeymen are allowed to do everything that is fair and reasonable to have work changed from a nonunion shop to that of a union shop.

Any member starting in business must join the masters within 30 days.

Sec. 7. Observance of holidays. New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Horseshoer's Holiday in August, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day—pay for such days optional to employer.

Sec. 8. When a master is in good standing in Local No. 74 and not employing any man, he may hire J. H. U. label from Local No. 59 and pay \$1 per month for use of same.

When a partnership business and vouched for by Local No. 74 and not employing any man, they may hire J. H. U. label from Local No. 59 and pay \$1 for each label per month for use of same.

Sec. 9. Any master horseshoer of 74, journeymen of Local 59, who violate the laws of Section II, for shoeing horses under standard price and wages, shall be tried before joint conference board. If party found guilty, stamp shall be taken out of shop.

Sec. 10. Not more than one apprentice is allowed in any shop employing one or more journeymen. All apprentices shall be duly indentured in accordance with by-laws of the International Union of Journeymen Horseshoers. Apprentices shall be given all the encouragement to become efficient workmen, and at the end of four years' service such apprentice shall be examined as to his knowledge of the business before a committee duly appointed by the joint conference committee; and it is further agreed that no person working as an apprentice shall be admitted to membership in Local No. 59 without the approval of the joint conference committee. No master is to hire a boy where a man can work three days or more.

Sec. 11. A conference committee consisting of five members from each of the respective associations, together with the president, shall be appointed by the respective associations, whose duty shall be to adjust all grievances that may arise in the relation to working conditions or any other matter concerning the proper carrying out of this agreement, whose decision shall be binding upon all charges.

The officers of the conference board shall consist of a chairman and a secretary. It shall be the duty of the secretary to keep record of all business transacted in a book for that purpose, and to furnish reports for both masters' and journeymen's associations respectively. For such service he shall be compensated. The conference board shall be vested with full provision of this agreement that they deem proper so long as they do not in any way conflict with any of the articles of this agreement. The expenses of conducting the affairs of this committee shall be borne in equal proportions by the masters' and the journeymen's associations respectively.

The journeymen's union label shall not be placed upon shoes until the same are being fitted to the foot. In all cases the label must be placed upon the shoes in the shop where the shoes are fitted.

Hotel and Restaurant Employees

MEMBERSHIP in the Hotel and Restaurant Employees' International Alliance and Bartenders' International League of America includes 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 is formed of 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, usually with individual employers. Generally the agreements are short, call for a union shop, 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).

Culinary Workers' Union, No. 561, Sacramento, Calif., made an agreement June 1, 1927, which, exclusive of the wage scale, reads as follows:

SECTION 1. Party of the first part hereby agrees that the accompanying scale of hours and wages is, and shall be, the official scale of hours of work, and wages therefor, of said Local 561 for the period of one year, beginning June 1, 1927, and ending May 31, 1928.

Sec. 2. The party of the first part further agrees during said period to furnish members of the above houses displaying the union-house card competent and reliable help, so far as it is in their power to do.

SEC. 3. Party of the second part hereby agrees that it and its said members will comply with the accompanying scale of hours and wages, and further agrees that it and its said members will at all times employ only union help, and that all such help must and will be employed through the secretary of said Local 561.

SEC. 4. All members working under the jurisdiction of Local 561 shall work 6 consecutive days and 1 day off in each 7.

SEC. 5. If any proprietor, chef, steward, manager, or head waiter wishes to discharge any member of Local 561 in his employ, he must do so at the end of a shift. If any such employee reports for work and finds another in his or her place, unless he or she or the office of Local 561 has been previously notified that he or she has been discharged, he or she shall be entitled to full pay for that shift.

SEC. 6. The business agent of first party shall be, and is hereby, granted permission to visit all members of Local 561 employed, and to be employed during the term hereof, in the places of business where the union-house card is displayed.

SEC. 7. All wages are to be paid weekly except extra work, which is to be paid for at the end of each shift. Eight hours in 12 shall constitute a day's work.

SEC. 8. Waiters or waitresses not to do porter work.

The following articles are taken from the joint agreement of Cooks and Assistants' Local, No. 207, Waiters' Local, No. 189, Waitresses and Cafeteria Workers' Local, No. 305, and Soft Drink Dispensers' Local, No. 496, Portland, Oreg., effective June 1, 1927:

First. The party of the second part agrees that during the life of this agreement that they will not employ in their establishments any but members in good standing of the above-named organizations.

Sixth. This agreement shall be in full force and effect from June 1, 1927, until June 1, 1928, and questions arising between the unions and the proprietors of the undersigned regarding wage scales for the second year from date thereof shall be subject to arbitration; and be it further agreed that all questions arising that are not in conflict with the constitution and laws of the Hotel and Restaurant Employees' International Alliance and Bartenders' International League of America, shall be settled by arbitration, provided same can not be settled by the parties interested, and in no case shall there be a stoppage of work pending such arbitration.

Seventh. All grievances to be reported in writing to the secretaries of either party hereto, same to be taken up for adjustment at a time set by the secretaries of the interested parties.

Eighth. No employee that is an American citizen shall be refused a union card, provided there is no good and sufficient reason for refusing said membership to such person.

Two working partners only will be considered in any one establishment.

Both parties recognized as partners must be responsible for wages. In an incorporated company only two working heads of departments will be recognized as proprietors.

Other provisions taken from the agreement of Culinary Workers' Union, No. 560, Vallejo, Calif., January 1, 1927, follow:

ARTICLE 5. Any member of Culinary Workers' Union, Local No. 560, who fails to appear for work at the appointed time, who has not given at least eight hours' notice, or has not provided a proper and capable substitute, shall be fined one day's pay.

ART. 9. Cooks, waiters, and waitresses shall not do porter work. (This clause covers the preparation of vegetables, fruits, and berries for service, the cleaning of coffee urns, sweeping, scrubbing, etc.) This work belongs to the dishwashers and miscellaneous help, where there is no regular porter employed.

ART. 10. (a) All relief work shall be paid at the rate of pay of the one relieved except where permanent relief is employed at a fixed salary.

(b) When a relief employee fails to report for duty, and the employer is unable to fill said relief position, the regular employee shall substitute for that day.

(c) There shall be no relief work on Sundays and holidays.

(d) Any employee not taking their day off, when relief can be obtained, will be fined one day's pay.

ART. 11. All wages shall be paid weekly, except extra help and members discharged who must be paid immediately.

The union-label license agreement of the local joint executive board of culinary workers of Los Angeles, in effect in 1927, reads as follows:

1. All cooks, waiters, waitresses employed in the establishment at the above address to be at all times members in good standing of the local union having jurisdiction over the class and kind of work performed by such respective employees.

2. All employees shall receive not less than the rate of wages, and shall work within the hours and time specified by the respective wage scale adopted and approved by the said local joint executive board, and it is expressly understood that the said board reserves the right to alter or modify or change the said scales from time to time.

Business agents of the respective local unions shall have access to the above establishment at all time to interview all persons employed thereon, to ascertain their standing and the conditions of their employment.

3. Said house card remains the property of the said local joint executive board and is subject to return on demand, and the undersigned expressly agrees that no interest in or title to said house card is acquired by the payment of any fee as a deposit for the return of said card; and that the said card is held and used only under a license not coupled with an interest, and that said license is revocable at the option of the said board, and that the said card is not transferable, and any attempt to transfer the said card shall work a forfeiture of all rights under this agreement, and that the said card shall be surrendered upon demand of the duly authorized representatives of said board.

4. All employees must be hired through the office of the unions embraced in this agreement, and in the event of their inability to supply same permission is hereby granted to the employer signing this agreement to secure help from any other source, provided section 1 is complied with in a reasonable length of time.

5. The failure of the undersigned to comply with any of the conditions hereinabove set forth shall terminate this license and the said card shall thereupon be forthwith returned to the representative of said board on demand.

Iron, Steel, and Tin Workers

A YEARLY agreement with manufacturers, known as the western scale of prices, is made by the Amalgamated Association of Iron, Steel, and Tin Workers of North America, an association 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 scale is very lengthy and detailed. The memorandum of agreement preceding the 1927-28 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

EMPLOYEES in custom laundries are included in the Laundry Workers' International Union. Extracts from the agreements of Local No. 207 with the Detroit Hand Laundry Association, March 15, 1926, and of Local No. 113 with individual employers in Vallejo, Calif., April 15, 1926, were printed in Bulletin No. 448 (pp. 91-93).

Leather Workers

UNIONS of persons employed in the production or transportation of leather or by-products thereof form the United Leather Workers'

International Union of America. Most of the 1927 agreement of the Suit-Case, Bag, and Portfolio Makers' Local of New York City is here given :

The employer agrees :

1. To comply with the terms and conditions of this agreement.
2. To employ, except as hereinafter specified, none but members of the union to do all necessary work that may be required in the manufacture of leather goods.
3. That it is the right and duty of the union to represent the workers in the industry of which his factory is a part. The employer stipulates that he will aid the union in enforcing the principle that those who share the benefits of the union shall also share the burdens thereof.
4. Not to discharge any employee for union activities; also not to discharge any employee who has been in its employ for a period of two weeks or more, except it be for good and sufficient cause.
5. (a) That 44 working hours shall constitute a week's work and shall be distributed as the workers in the shop and the employer shall agree, provided that no work shall be done on Saturday afternoon.
(b) To pay time and a quarter for all overtime; no more than 10 hours' overtime shall be worked in any given week.
6. To maintain sanitary conditions in the shop.

The union agrees :

7. That it and its members who shall be in the employ of the employer shall be bound by the terms and conditions as set forth by this agreement.
8. Not to compel the foremen to join the union; and not to interfere with their work, provided said work is not the actual work of the regular workers.
9. To instruct and see that their members employed by the employer shall give their best efforts and work in peace and harmony with the employer or with its foreman.
10. That in case of any dispute or disagreement between it or any of its members and the employer, or in case of any dispute among the members themselves, work shall not cease, but shall continue until the dispute or disagreement is adjusted as hereinafter specified.

It is further understood and agreed by and between the parties hereto, as follows :

12. That in case additional help is required by the employer, he shall first make application to the union for same, specifying the number and kind of workers needed. The union shall be given three days to supply the specified help, provided, however, that this period of time may be extended by the union to one week and if the union is unable to furnish the required help the employer shall have the right to secure help from elsewhere, and the union agrees to give a working card to such workers upon application for affiliation, which must take place within two weeks. Every worker shall present a working card from the union to the chairman of the shop upon commencement of his employment. In case a worker gets a temporary working card, he shall renew this temporary working card on the day of its expiration.

13. (a) All piece prices shall be adjusted and agreed upon between the employer or his representative and a duly selected price committee representing the particular branch of work.

14. There shall be no dual system, namely, piece work and week work in any one branch of the trade excepting that the employer may employ workers on samples and specials by the week.

15. No work shall be given out to be made in the homes of workers whether said workers are employed in the shop or outside of the factory.

16. It is hereby agreed that no work shall be done in the factory of the employer for any leather-goods firm whose factory has been declared on strike by the union, or vice versa.

17. That the chairman or committee selected by the workers of the shop shall have the right to adjust all disputes or disagreements between the employer and employees as they occur in the course of the work. In the event of their failure to do so, a representative of the union and the employer shall conclude an adjustment.

18. That a representative of the union shall have access to the shop for the purpose of consulting with its members on any matter affected by this agreement, and for the purpose of effecting any adjustment of all complaints as well as to ascertain whether such adjustments were complied with.

19. That in case the union and the employer shall fail to arrive at a satisfactory adjustment of any dispute or disagreement, then in that event, and within 48 hours of their failure to agree, such dispute or disagreement shall be referred to an impartial party who shall be chosen by both parties hereto, the decision of said impartial party to be binding and conclusive by both parties hereto.

20. That in the event of shortage of work so that all the workers in any given section can not be employed at the same time, the work shall be divided equally between all the workers of that section or department as the employees or as the employer may arrange.

21. That absence from work because of illness shall not forfeit the right of the worker to his position.

22. That refraining from work by members of the union on May 1, or any legal or religious holiday shall not be a violation of this agreement.

Pocketbook Workers

A three-year agreement, effective July 21, 1926, to May 1, 1929, of the International Pocketbook Workers' Union with the Associated Leather Goods Manufacturers of the United States was printed in Bulletin 448 (pp. 94-97).

Longshoremen

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 comprise the membership of the International Longshoremen's Association. 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 checkers in the port of Philadelphia are taken from the agreement effective November 21, 1927:

2. Basic working-day shall consist of 8 hours with 44-hour week, the men to work any night of the week, or Sundays or holidays, also Saturday afternoons when required.

3. The men will be paid \$6.50 per day for eight hours' work, half day at proportionate rates, minimum half-day's pay, if ordered out, work or not. Day work to be from 8 a. m. to 12 noon and 1 to 5 p. m., excepting Saturday, and from 8 a. m. to 12 noon on Saturday, for which they will be paid \$3.25.

4. All other time excepting meal hours shall be considered as overtime and paid for at the rate of \$1.30 per hour. Any checker working during the day or Saturday forenoon and ordered back will be paid at least two hours or its equivalent of \$2.60 if laid off sooner with work at hand, except when work is prevented owing to weather conditions. Day men working during the night will be paid at the overtime scale until midnight, and if ordered back after midnight will be paid minimum of one-half night of four hours, equivalent to \$5.20.

5. If men are required to work on Sundays or holidays and fail to work a full period through no fault of their own they will be paid \$10.40 for eight hours, half day at proportionate rates, except when work is prevented owing to weather conditions.

7. Employers will notify men before 5 p. m. of the day on which night work is to be performed, and before 5 p. m. of the day preceding holiday or Sunday; if possible, notice in regard to Sunday work will be given before 12 noon on Saturday.

8. Legal holidays are New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Columbus

Day, November election day, Armistice Day, Thanksgiving Day, Christmas Day, and any other national or State holidays as may be proclaimed by executive authority.

9. Meal hours are from 6 a. m. to 7 a. m., 12 noon to 1 p. m., 6 p. m. to 7 p. m., and from 12 midnight to 1 a. m. For the hour 12 noon to 1 p. m. the overtime rate will apply. For the other three meal hours the rate will be double the overtime rate for each hour only. Men will be paid for the full meal hour if worked any part of it.

10. When men are employed on a day by day basis as receiving and/or delivery clerks in charge of a ship, they will be paid \$1.50 per day more than the above rates; overtime \$1.50 per hour.

11. Men checking or tallying ammunition or explosives will be paid double the basic rate.

12. 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.

13. When men are ordered out to work at Camden and Gloucester they will be paid 25 cents per day for traveling expenses, unless transported by the employer without expense to the men. To all other out-of-town points they will be paid \$1.60 per day extra, plus cost of transportation, unless transported by the employer without expense to the men.

14. All checkers or tallymen working on cargo damaged by fire or water, when it is necessary for them to work under distress conditions, will be paid double the basic rate.

15. There shall be no beer or other intoxicating liquor brought upon the property of the employer. For a violation of this clause the guilty party may be discharged and given no further employment by the employer. No men will be allowed to leave the pier during working hours for the purpose of obtaining drink or for any purpose whatsoever, except with the express permission of the representative of the employer. The steamship companies will supply proper drinking water on pier, also adequate and cleanly toilet facilities.

16. Any man found guilty of incompetency, shirking of work, pilfering, or poaching of cargo, shall be dealt with as the employer sees fit.

The agreement of Local No. 921 with the various steamship lines at Baltimore, Md., effective October 1, 1927, contains the following provisions relative to handling grain aboard ship:

1. Members of the party of the second part to have the preference of all work pertaining to the handling of grain aboard ships at the port of Baltimore, Md., and vicinity at grain elevators as customary.

2e. The day meal hours are to be paid at the overtime rate of 80 cents per hour until men are relieved. Night meal hours are to be paid the rate of \$1.60 per hour until men are relieved.

3. Basic working-day shall consist of 8 hours with 44-hour week, the men to work any night of the week, Saturday afternoons, Sundays, holidays, when required.

3a. Holidays are New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Armistice Day (November 11), Thanksgiving Day, Christmas Day. No other holidays to be allowed. Only mail and baggage to be handled on Christmas, Fourth of July, and Labor Day, excepting by special agreement.

3b. Meal hours shall be 12 o'clock noon to 1 p. m., 6 to 7 p. m., 11 p. m. to midnight, and 6 to 7 a. m. Men to be entitled to their full meal hours and to be paid for full meal hours, if any work is done during such period.

3c. When men work during the day, meal hours shall be paid at the overtime scale until relieved; when men work through the night meal hours the meal-hour rate of \$3.20 shall prevail until relieved. The night meal hours are 6 to 7 p. m. and 11 p. m. to midnight and 6 to 7 a. m.

When men are ordered out to work and do not start (except when prevented by weather conditions), the company ordering same shall pay said men two hours at the prevailing rate. If ordered out Sundays or holidays (see clause 3a) and do not start, company ordering same shall pay men four hours at the prevailing rate. If requested to wait on account of breakdown of machinery or for shifts, they shall receive half time, viz, half the prevailing rate of wages for such waiting period.

7. Handling cargo damaged by either fire or water or in a distressed condition is to be handled at \$1.55 per hour during the daytime and \$3.10 per hour between 5 p. m. and 8 a. m., but sound cargo is to be handled at the rates under article 2.

In the event of any dispute arising as to what cargo is damaged by fire or water or is in a distressed condition, the decision of the local grievance commission to govern.

When rubbers are required for handling wet cargo they shall be provided by the stevedore or company, but same are to be returned by the men at the end of the day. If not returned, cost of the articles to be charged to the men failing to return same.

8. In the event of men being ordered to work on stranded vessels within the railroad lighterage limits, time to start from the time of leaving pier until time of return to pier, two hours maximum each way being allowed for going to and from the vessel to be paid for at the rate of 85 cents per hour, straight time, and \$1.30 per hour overtime. But if no work is performed during any of the intervening meal hours, men are not to be paid during such meal hours for work not performed. If vessels stranded beyond lighterage limits, special agreement to be made.

9. When men are working in stream they shall be paid from the time of leaving wharf and until they return to the wharf, the employer not to be responsible for more than two hours' pay each way going to and from vessel.

16. When the party of the second part can not furnish a sufficient number of men to perform the work in a satisfactory manner (application having been made to the party of the second part at their headquarters), then the party of the first part may employ such other men as are available, and those men shall remain until the end of the day's work.

An agreement relating to cattle fitters and grain ceilers was made October 1, 1927, by Locals Nos. 901 and 958 with the various deep-water steamship lines at the Port of New York. Sections thereof follow:

SECTION 1. Members of the second part to have preference of all woodwork pertaining to the fitting of ships and piers for cargo and livestock, as is being done at present.

SEC. 2. Regular day work from 8 a. m. to 12 noon and from 1 p. m. to 5 p. m. shall be paid at the rate of \$8.50 per day. All time from 12 noon Saturdays, Sundays, and all holidays, including Good Friday (on Jersey Shore), and all work in oil and water tanks and ice boxes which must be entered by way of manhole, and on salvaged ships or ships which have been on fire, shall be paid for at a double-time rate and no period of time shall be reckoned at less than one-quarter of a day.

SEC. 3. While working on ships with ammunition and dangerous acids, men shall be paid double time rate from 8 a. m. to 12 noon, and from 1 p. m. to 5 p. m. All overtime and holidays, including Good Friday (on Jersey Shore), and all days that are observed as holidays, shall be paid for at double-time rate. While going to and from said ship the rate of pay shall be double-time rate at whatever time it may be.

SEC. 4. All other working time between the hours of 5 p. m. and 8 a. m. men shall receive pay for a double-time rate, or for every fraction of an hour shall receive one-quarter of a day's pay for same.

SEC. 8. All men must be paid not later than 24 hours after their week ends. If men are given overtime on pay day, they must be paid on jobs or be given sufficient time to go to the office and get their pay. If men are working on pay day, they must be paid between the hours of 1 p. m. and 5 p. m. When waiting after 5 p. m. for their money, [they] must be paid waiting time at the prevailing rate. Firms that pay off Saturday must pay their men before 12 noon. Men waiting after 12 noon Saturday must be paid prevailing rates of time.

SEC. 11. When an idle member of the party of the second part is obtainable, the party of the first part must put him to work in preference to any other man not a party of the second part.

SEC. 13. All men must be employed from local's day room by a representative of the firm no earlier than 7.30 a. m.

SEC. 14. No member of this particular craft shall work under any foreman who is not a member of Locals 901 and 958 of the International Longshoremen's Association in good standing.

SEC. 15. All foremen shall receive one-quarter of a day's pay extra for every eight hours single-time work or a fraction thereof and one-quarter of a day's pay for every four hour's of double-time work or fraction thereof.

Lighter Captains' Union, Local No. 996, of the International Longshoremen's Association, contains these provisions in the agreement made October 1, 1927, with the members of the Lighterage Association of the Port of New York:

2. When boats are chartered to the various railroads, during the time of said charter \$1 per week shall be paid to captains over and above the scale allowed, according to their class.

3. When captains of lighters are ordered to work after 6 p. m. they shall receive time and one-half for actual time worked and an additional allowance of \$1.50 for watching: *Provided, however,* That when captains receive six hours or more overtime no additional allowance for watching shall be paid for the balance of the night.

4. The working hours of the day are to be from 7 a. m. to 6 p. m., or 10 hours per day. Six days are to constitute a week's work. Regular working time of the week shall begin 7 a. m. Monday and end 6 p. m. Saturday. Sunday work is to be time and one-half.

6. When captains are ordered to be on their boats on Sunday for the purpose of watching or towing they shall receive one full day's pay.

8. It shall be the duty of captains to perform such labor in connection with loading and unloading or tallying cargoes as may be reasonably required by the employer, and no extra compensation shall be paid for such labor.

9. If a barge or lighter is moored at Poughkeepsie or anywhere north of Poughkeepsie on the Hudson River, or Stamford, or east of Stamford, the captain shall receive \$2 per day board money over and above his towing wages and watching, this including Sunday.

11. This agreement in no way relates to the operation of equipment by open or closed shop, but no discrimination of any kind shall be made against union men.

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 usually made with individual employers and are approved by the national authorities.

The following extracts are taken from the agreement of Locals Nos. 489, 631, and 254, of Westchester County, N. Y., November 1, 1927:

First. At any market or shop under the jurisdiction of Locals 489, 631, and 254 only members in good standing with these locals shall be employed.

Second. Employers shall first request help through the employment bureau of the above unions, * * * office hours from 7 a. m. to 9 a. m. each day. If help can not be furnished from the bureau it will be optional with the employer to secure help from any other source, but such employees must join our union immediately on going to work.

Third. A week's labor shall consist of six days. Weeks containing a legal holiday shall consist of five days. The working hours for the first five days of the week shall commence at 7 a. m. and cease at 6 p. m., with one hour for dinner. On Saturday the working hours shall commence at 7 a. m. and cease at 9 p. m., with one hour for dinner and one-half hour for supper.

Fourth. No work shall be permitted on the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, Decoration Day, Fourth of July, and Labor Day.

Fifth. Election day, Washington's Birthday, and Lincoln's Birthday, work to commence at 7 a. m. and cease at 12 o'clock noon.

Sixth. Days previous to the following holidays: Thanksgiving Day, Tuesday and Wednesday, work to commence at 7 a. m. and cease at 9 p. m.; Christmas Day, Thursday, work to commence at 7 a. m. and cease at 8 p. m.; Friday, work to commence at 7 a. m. and cease at 10 p. m. New Year's Day, Friday, work to commence at 7 a. m. and cease at 9 p. m., with one hour for dinner and one-half hour for supper.

Seventh. Under no circumstances shall any Sunday work be permitted.

Eighth. The minimum scale of wages shall be \$48 per week. Men receiving over, not to be lowered. The representative of the locals, the employer, and the man concerned to be a committee to adjudge the qualifications of the man concerned, whether he be an apprentice or an elderly man, as to the salary he should obtain for steady or extra work.

Tenth. Any member working any hours other than in this agreement shall be paid as per ratio of wages. Positively no trade shall be waited on before 7 a. m. or after 6 p. m. on the first five days of the week, or before 7 a. m. or after 9 p. m. on Saturday. Positively no work shall be allowed on Saturday night after 9 o'clock. Also, men to receive their salaries on Saturday evenings.

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, and August.

Twelfth. Any firm operating a shop or market under the above conditions is recognized as a strict union shop and is entitled to the use of the international market card free of charge where help is employed. The market card should be placed in a conspicuous place in the market. The market card shall at all times remain the property of Locals 489, 631, and 254.

Thirteenth. Retail market owners and partnerships not employing help shall join the union either as active or honorary members.

Fourteenth. The market card will be removed from any market not complying with this agreement.

Fifteenth. The representative of the union shall have the right to investigate any differences that arise between employer and the employee.

Seventeenth. Any union man may be discharged for reasons, but any union man discharged for service rendered to his organization, such employee must be paid off at the time of being discharged with a full week's salary.

Twentieth. All employers to be notified 30 days in advance of expiration and change of this agreement.

Provisions contained in the agreement of Local No. 115, with the jobbing butchers of San Francisco, August 26, 1927, are given below:

SECTION 2. The employers agree to employ none but members of the union in good standing, provided, that in such cases, where the union can not supply an employee, he may employ anyone; provided, however, said employee makes application for membership in the union within one week of his employment.

SEC. 3. (a) Ten continuous hours with one hour off for lunch shall constitute a day's work for jobbing butchers, drivers, and helpers, on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday, same to be worked between the hours of 6 a. m. and 4 p. m., making an actual working-day of nine hours.

(b) Drivers and drivers' helpers shall be permitted to work from 7 a. m. to 5 p. m. with one hour off for lunch.

(c) In cases of emergency overtime to be worked and receive pay at the rate of time and one-half. It is understood, however, should working overtime become an abuse, it shall be subject to proper adjustment by a representative of the jobbing butchers and a representative of the Butchers' Union Local 115.

SEC. 4. Sufficient time to be allowed to clean up and be out at 4 p. m.

SEC. 7. In case of superannuated members the wages are to be decided by a representative of the union and the employer.

SEC. 8. Members of the union having been charged with a dishonest act shall be tried and upon conviction shall be expelled from this union.

SEC. 9. No member of this union shall be allowed to handle any fresh or cured meats coming from an unfair firm.

SEC. 11. One apprentice may be employed to each five journeymen. Jobbing houses employing less than five men, one apprentice allowed. This clause not to be construed to mean drivers.

SEC. 12. No member of this union shall be permitted to work more than four hours in any refrigerating plant within any one day, nine hours.

The following sections are taken from an agreement of similar date made by the same local in San Francisco with the Butchers' Board of Trade of that city:

SECTION 5. (b) Holidays falling on Tuesday, members will be permitted to go to work on Monday at 7 o'clock; holidays falling on Friday, members will be permitted to go to work on Saturday at 7 o'clock.

SEC. 6. Employees employed as wrappers, handling knife, or performing other duties other than wrapping any portion of time shall become members of this union.

SEC. 7. Delicatessen stores handling fresh meats shall observe the same hours as meat markets, and delicatessen stores wishing to remain open after meat markets are closed must partition off or inclose meat department. This will be strictly enforced by this union.

SEC. 15. No member of this union will be permitted to work in any market unless a suitable floor covering is placed over floor where concrete floor or concrete substitute exists behind counters.

The 1927 agreement of Hebrew Butcher Workers' Union, No. 234, New York City, reads in part as follows:

1. The employer agrees to employ none but members of the Hebrew Butcher Workers' Union. The members are to be hired from the office of the union.

2. If the union requests the employer to send away a man who refuses to abide by the rules of the union and the employer refuses to do so, the union shall have the right to call a strike in said shop.

4. The union is bound to remove a man from the job if it is found that his presence is detrimental to the employers' business. All the difficulties which may arise between the employer and the employees are to be settled by the representatives of the union. Every employee in a union shop must be insured by the employer, in case of an accident while at work.

5. * * * If a boss hires an employee for steady and he finds him at the end of the first day not fit for the job, the employee is to receive his wages according to the scale of the union, provided the boss orders a man the following day.

6. No apprentices are allowed, except when a shop is organized and there is one from before; he shall become a union member.

7. If a boss goes into partnership, the name of the new partner is to be recorded in the hall of records. The checks and bills must carry the names of both partners and the names of partners must also appear on the window of the business. The union will not recognize such partnerships that were entered into during the time of strike.

The union does not recognize a partnership of three.

8. Once every three months a helper from the union will be sent to take the place of the steady worker.

9. Working hours should be: Mondays, Tuesdays, and Wednesdays, from 7 a. m. until 5 p. m., allowing a half hour for breakfast and an hour for lunch. On Thursdays from 7 a. m. until 7 p. m., allowing half an hour for breakfast and an hour for lunch, and also a half hour for supper. During the summer time the working hours for Thursdays should be from 7 a. m. until 5 p. m., allowing a half hour for breakfast and an hour for lunch. On Fridays: Summer, from 6.30 a. m.; winter, 7, until the work is finished, but not later than 4 p. m., allowing a half hour for breakfast and an hour for dinner. During the months of June, July, and August the working hours should be for Mondays, Tuesdays, and Wednesdays from 7 a. m. until 4 p. m., allowing a half hour for breakfast and an hour for lunch. On Saturdays the working hours should be from the time of sunrise until 10 p. m. No work on Sundays.

10. The employee is to be paid for all Jewish holidays. The boss has, however, the right to make his men work on the previous day as much as is necessary for the business. On the first day of a holiday the employee is not allowed to work at all; on the second day he is allowed to work if he receives double pay. On the 1st day of May work must be stopped at 10 a. m., on the Fourth of July and Labor Day at 12 noon.

11. The employer who will comply with the rules of this agreement is entitled to a union sign, upon a payment of \$5 (i. e., for lending the sign). The union sign is the property of the union and can be withdrawn at any time by its

representatives. When the employer refuses to surrender the union sign, the union has a right to demand from the employer \$5 a day for keeping the union sign.

Metal Trades

UNDER the head of metal trades are generally included blacksmiths, boilermakers, foundry employees, machinists, metal polishers, molders, 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 is an organization of locals the membership of which is comprised of persons working at the forging, welding, tempering, bending, and dressing of iron and steel or who work 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 often made in connection with other trades. The greater part of an agreement of District Council No. 1, Chicago, effective May 1, 1927, follows:

ARTICLE 1. The standard working time shall be eight hours per day, four hours on Saturdays. The working hours shall be between 8 a. m. and 4.30 p. m., and Saturdays 8 a. m. and 12 m.

ART. 2. Helpers will not be advanced to the detriment of blacksmiths. Should a helper be promoted to a fire (seniority to govern) he shall immediately receive an increase of 5 cents per hour, and an increase of 5 cents per hour every six months thereafter until he receives the minimum rate of pay established on said fire. Ratio to be one to every five mechanics. Helpers must have at least two years' experience before being promoted.

ART. 3. All over the regular eight hours per day, or bulletin hours, shall be paid at the rate of double time. Double time shall be paid for Sundays and all legal holidays such as New Year's, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

ART. 4. Where night shifts are employed, 44 hours shall be the standard week's work, and shall be worked during 5 nights, namely: Monday, Tuesday, Wednesday, Thursday, and Friday; all over regular hours to be considered as overtime. All men on night shift shall receive 5 cents per hour over minimum paid on day shift on similar work.

ART. 5. Any member of the organization shall not be discharged or suspended without just or sufficient cause. If discharged, clearance must be given showing actual cause of discharge. If, after proper investigation, it shall be found that any member of this organization has been discharged or suspended without just or reasonable cause he will be reinstated and paid for all time lost through discharge or suspension. The shop committee shall have the power to treat and act with officials in regard to said case.

ART. 7. Any member being transferred on reporting for work shall receive no less than two hours' pay for same.

ART. 8. * * * Any member receiving the minimum or above shall receive 15 cents per hour increase.

Heaters or helpers required to build fires before the established starting time shall receive not less than 30 minutes' pay for such work.

ART. 11. In case either strike or lockout in other shops by our members and work done by them shall be received by the above company our members reserve the right according to the constitution to refuse to do such work without

violating the terms of this agreement. Union men shall not be required to work with nonunion men.

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 iron work 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, flangers, and drill presses. 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 the agreement of Lodge No. 7 with boiler works in Buffalo, N. Y., made December 31, 1926:

RULE 1. The party of the first part agrees to employ only members of the International Brotherhood of Boiler Makers, Iron Ship Builders, and Helpers of America. Should the party of the second part fail to supply to the party of the first part sufficient capable men, then the party of the first part will have the privilege to employ labor he may select. The party of the second part agrees in no way to discriminate against them.

RULE 2. The party of the first part will in no way discriminate against any of the boiler makers, helpers, or apprentices who are from time to time selected to represent the boiler makers and apprentices as committeemen.

RULE 3. The business agent of our organization shall have access to the shop or job during noon hour or before starting or after quitting time or upon application to the office.

RULE 4. No boiler maker, helper, or apprentice shall be dismissed or suspended without just and sufficient cause. If, after a proper investigation, it shall be found that a boiler maker, helper, or apprentice has been discharged or suspended unjustly, he shall be reinstated with full pay for all time lost. The investigation to take place at once by the shop committee and business agent and owners of shop or their representatives acting jointly.

RULE 5. Boiler makers, helpers, and apprentices called to work on Sunday and the following holidays shall receive double time: New Year's Day, Decoration Day, Fourth of July, Labor Day, election day, Thanksgiving Day, and Christmas Day; also half day on Saturdays the year around. No work to be done on Labor Day unless an absolute necessity. Should any of these days fall on Sunday, the following day will be observed.

RULE 7. Eight hours shall constitute a day's work, six days a week, commencing at 8 a. m. to 12 noon and from 12.30 p. m. to 4.30 p. m., except as specified in rule 5.

RULE 8. Transportation and wages shall be paid to employees going to or coming from any job, or being transferred from one job to another, and shall pay all hotel fare for the men sent on the jobs outside of the city, and pay for all time riding to and from jobs.

RULE 12. One apprentice shall be allowed for shop and one to every additional five boiler makers thereafter.

RULE 14. There shall be no limitation placed upon the amount of work to be performed by any man during working hours.

RULE 15. Overtime work in shop as follows: New work, time and one-half; old work, double time.

Articles found in the agreement of Lodge No. 72, with the Albina Marine Iron Works, of Portland, Oreg., August 12, 1927, follow:

2. All time worked over eight hours shall be paid for at the rate of double time (two hours for one), including Sunday and the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, and general election days for President and governor and any other legal holidays designated by the State or Nation.

Should any of the above-named holidays fall on Sunday, the day observed by State or Nation shall be considered a holiday and paid for as such.

3. All time worked between the hours of 12 noon Saturday and 8 Monday morning shall be considered overtime. The same rule is to apply to all holidays.

4. Regularly constituted night shift shall be three consecutive nights or more. Men called upon to work less than three nights consecutively on job shall receive full overtime rates for actual time worked. When men are laid off waiting for material, moving of ships or other causes and less than three nights have been worked, it will not be considered a night shift and overtime rates shall apply.

5. If an employee works less than four hours he shall receive four hours' pay. If more than four hours are worked and less than eight, he shall receive eight hours' pay. Men called to report for work and not given employment shall be allowed four hours' pay.

Men starting to work after the regular starting time, and called upon to work overtime, shall be paid overtime rates commencing at regular quitting time.

6. Men working upon jobs located at Vancouver, Wash., Terminal No. 4, Linnton, or any location outside of the recognized city street-car limits of 8 cents car fare, shall receive an allowance of one hour's pay for each day worked at the locations named above. When men are requested to finish any job and laid off after street cars and buses have quit running for the night, company shall furnish means of transportation for men affected.

8. Employees leaving the city to work shall receive first-class transportation, board, and lodging at place of employment and to receive eight hours' pay for each day's traveling.

13. It is also agreed and understood that employees, parties to this agreement, shall be insured under the Oregon compensation law.

Foundry Employees

LABORERS and helpers employed in foundries and not members of other unions are included in the International Brotherhood of Foundry Employees. Extracts from an agreement of the local at St. Louis, January 2, 1927, are here given:

ARTICLE 1. Parties of the first part agree to employ members in good standing in the organization of the parties of the second part when available.

ART. 2. Eight hours shall constitute a day's work, or 48 hours per week, time and one-half to be paid for all overtime and double time or double price to be paid for Sunday and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; no work to be performed on Labor Day except in case of extreme emergency.

ART. 3. A committee of three to be recognized by the firm to adjust disputes. There shall be no discrimination for serving on the committee.

ART. 5. Whenever a difficulty arises between the foreman and the men and said difficulty can not be amicably settled by them it shall be referred to the management; then if an adjustment can not be reached it will be referred to the president of the firm and the president of the International Brotherhood of Foundry Employees (or their representatives), whose decision shall be final and binding on both parties to the agreement. Pending adjustment both parties shall continue operation in the ordinary manner. No strike on the part of the members of the local union nor lockout on the part of the company shall be inaugurated during the term of this agreement.

ART. 6. This agreement shall remain in force until December 31, 1927. Should either party desire to alter, amend, or annul this agreement, they shall give written notice thereof, stating what changes are desired or intended to the other party 30 days before the expiration of the agreement, and should the parties fail to give such notice the agreement shall continue in force for another year, and so on from year to year until such notice is given.

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, except for the sections relating to wages and jurisdiction, is a three-year agreement of District No. 8, Chicago, Ill., May 1, 1927, with the Chicago Manufacturers' Association:

Eight hours shall be the standard workday, between the hours of 8 a. m. and 4.30 p. m., except on Saturday, when work shall cease at 12 noon.

Where night shifts are worked not more than 40 hours per week shall be worked in 5 nights, viz., Monday, Tuesday, Wednesday, Thursday, and Friday.

Men employed on night shift shall receive the same compensation for 40 hours as they would receive for 44 hours on day shift.

Double time shall be paid for all time worked over the regular day and night schedule, for Sundays and legal holidays, viz., New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

No overtime shall be worked on nights when shop meetings are to be held.

In case of depression in trade, the hours shall be shortened all that is necessary to keep the normal force employed.

Apprentices shall not be less than 16 and not over 21 years of age at the beginning of their apprenticeship term, and shall serve 4 years, constituting 300 working-days per year, and be employed on day force only, and they shall not be permitted to work over 8 hours per day and 4 hours on Saturday.

The number of apprentices shall not exceed one to every five journeymen machinists, nor shall they be permitted to work overtime.

To be recognized as an apprentice under this clause, the apprentice must have a regular apprenticeship contract or a definite agreement as to his apprenticeship conditions, subject to change in the wage scale. He shall serve four years, three of which he shall serve on the different machines and special jobs, and shall not serve more than six months on any one machine and one year on the floor.

Apprentices shall be required to attend a continuation school for a period of not less than eight hours every two weeks. They shall suffer no loss in wages for school attendance.

The minimum rate of wages for apprentices from May 1, 1927, to April 30, 1928, shall be as follows: First year, 33 cents per hour; second year, 42 cents per hour; third year, 54 cents per hour; fourth year, first six months, 68 cents per hour, last six months, 76 cents per hour.

Thereafter they shall receive the minimum rate paid on the branch of work they follow.

Should an occasion arise at any time whereby the company would be unable to handle all its work, necessitating letting the work out to another firm, preference shall be given to a firm having an agreement with the International Association of Machinists.

Should any difference arise in reference to the rules contained in this agreement that can not be satisfactorily adjusted by the works superintendent and shop committee, such matters in dispute shall be referred to the proper officer of the company and a representative of the International Association of Machinists, and in case of failure on their part to agree, the question shall then be referred for settlement to the committee of the Chicago Manufacturers' Association and the representatives of the International Association of Machinists within three days.

It is further agreed that future wage scales shall be based upon conditions such as cost of production, prospective business, and the cost of living, in relation to the same factors as of May 1, 1927, said future wage scales to be reckoned from a base of \$1 per hour. During the life of this agreement the standing committees of both parties shall hold quarterly meetings for the purpose of discussing data compiled by them, and any other matters relevant to this agreement which would tend to effect a more harmonious relation between the two groups.

It is further agreed that when this agreement is signed same shall be in effect from the 1st day of May, 1927, to the 1st day of May, 1930; and thereafter unless 30 days' notice is given by either party desiring a change.

Articles included in the agreement of Lodge No. 193, Washington, D. C., January 3, 1927, follow:

ARTICLE 1. All machinists or mechanics (and apprentices, after six months' apprenticeship) thus employed shall be members in good standing in the machinists' union. The union agrees to endeavor to furnish competent workmen on application from company on 24 hours' notice.

ART. 2. Eight hours per day shall constitute a day's work, and be worked between the hours of 7.30 in the morning and 4.30 in the afternoon; with at least one-half hour for lunch, except on Saturday, when four hours shall be worked. Forty-four hours to constitute a week's work.

ART. 3. No helper shall be assigned to work away from the shop except under the direction of a machinist or mechanic. No helper shall be assigned to a permanent job on a shift except there be an equal number of machinists or mechanics employed on the same shift. No employee shall be allowed to use his automobile to haul, deliver, or carry himself, tools, material, or other workmen to or from the shop or job without adequate compensation.

ART. 4. The minimum rate of pay for machinists or mechanics shall be \$1 per hour. Machinists and mechanics now receiving a higher rate shall not be reduced to this rate.

ART. 5. All overtime and the following holidays: New Year's Day, Washington's Birthday, Decoration Day, July 4, Labor Day, Thanksgiving Day, Christmas Day, and any other day declared a holiday in the District of Columbia by an act of Congress or Executive order shall be paid for at a rate of not less than double time. Employees working overtime shall not be allowed to take off time in exchange for such time worked.

ART. 6. There may be one apprentice for the shop, and, in addition, not more than one for each five machinists employed. No boy shall be engaged to serve an apprenticeship until he is 16 years old or after he is 21. They shall receive not less than \$2 per day as a starting rate and not less than a 50-cent raise per day each six months thereafter during their four years' apprenticeship. At the end of four years' apprenticeship they shall not be paid less than the prevailing minimum rate. They shall be given every opportunity to learn the trade.

ART. 7. In case of any grievance including wage disputes or working conditions arising, the firm agrees to receive a committee of the local machinists' union to investigate and adjust same. If no adjustment is reached, the matter shall be referred to a committee of three, one to be selected by the company and one by the union, these two to choose a third arbitrator. The decision reached by this board shall be binding to both parties of this agreement. No strike or lockout shall take place pending the adjustment. The board must hand down its decision within 30 days after being appointed.

ART. 8. This agreement to become effective January 3, 1927, and remain in force until either party shall give 30 days' notice in writing of its desire to change same.

The following extracts are taken from the agreement of the auto mechanics, members of Local No. 380, Des Moines, Iowa, July 1, 1927:

RULE 4. Not more than 8½ hours' work shall constitute a day's work, and shall be performed between the hours of 7 a. m. and 6 p. m. The second or night shift may start any time mutually agreeable to the company and the men.

RULE 8. All men retained in the employ of the company for four consecutive weeks shall be considered qualified employees.

RULE 10. Members regularly employed shall not solicit or do work such as is being done by a firm having a signed agreement other than in said firm's place of business. Any member violating this rule shall be fined \$50 for the first offense and shall be expelled from Lodge No. 380 for the second.

RULE 11. The International Association of Machinists shall furnish the company with a recognized union-shop card, for display in the shop. The card, however, remains the property of the aforesaid association and may be removed upon violation of the rules of this agreement.

Auto and Aircraft Mechanics' Local, No. 1528, Chicago, made an agreement May 1, 1927, from which the following sections are taken:

ARTICLE 4. Overtime: Time and one-half shall be paid for all time worked over the regular day and night schedule and for Sundays and legal holidays, viz., New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

In case of depression in trade, the hours shall be shortened on Saturday before reduction in force takes place.

ART. 8. It is further agreed that when this agreement is signed or agreed to, same shall be in effect from May 1, 1927, to May 1, 1932, and thereafter, unless 30 days' notice is given by either party desiring a change.

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. The following agreement was made between Local No. 113 and a manufacturing jewelry firm of Rochester, N. Y., May 1, 1927:

ARTICLE 1. The parties of the first part hereby agree to employ none but members of the above-named organization in good standing and who carry the regular working card of the organization.

ART. 2. The parties of the first part agree that parties of the second part's representative, if provided with proper credentials, shall have access to the factory during working hours.

ART. 3. There shall be a shop committee in each department appointed by the organization, whose duty it shall be to see that all men in said factory or shop are in good standing in the organization and obey the department rules. No member to be discharged without consulting shop committee.

ART. 4. Forty-eight hours shall constitute a week's work. But in case the majority of trades in this factory shall receive a shorter work week, the parties of the second part shall receive the same. Hours of labor to be performed each day of the week shall be left to the discretion of the employee and employer, and work performed outside of the regular working hours shall be paid for at the rate of time and one-half when working daywork and price and one-half for piecework for the first three hours, and any time beyond the three hours shall be paid for at the rate of double time, as well as work performed on Sundays and holidays. Under no consideration shall members of this organization be required or allowed to work on Labor Day.

ART. 5. All apprentices shall belong to the organization and carry the regular working card of their union, one to every eight journeymen.

ART. 6. Apprentices shall be given every opportunity to learn the details of their respective trades and shall serve three years; any apprentice leaving his employer before the termination of his apprenticeship shall not be permitted to work under the jurisdiction of this organization but shall be required to return to his former employer.

ART. 7. The minimum rate of pay for metal polishers, buffers, and platers shall be at the rate of 96 cents per hour daywork and \$1 per hour piecework. Relievers shall receive a 10 per cent reduction on piece-work prices established prior to May 1, 1927. Members receiving more than the aforesaid scale shall suffer no reduction by the adoption of this agreement. In no case shall parties of the second part receive less than the minimum day rate.

ART. 8. This organization agrees to furnish free of cost to any manufacturer signing this agreement the union label, same to be in the hands of the shop steward; they shall be supplied from international headquarters through the different locals.

ART. 9. The organization agrees to use all legitimate means to further the interests of the manufacturer who signs this agreement.

ART. 10. The parties of the first part agree to provide a suitable place for a dressing room and proper sinks for washing facilities. It is agreed that the employees shall have five minutes to wash at noon and five minutes to wash at night before regular quitting time.

ART. 11. This agreement shall take effect May 1, 1927, and continue in force from year to year. If either parties desire a change in this agreement, 30 days' notice must be given prior to May 1 each year. It is understood by both parties that changes in this agreement can only be made May 1 each year.

ART. 12. The shop steward shall have the right to hire all the help covered by this agreement.

Another agreement made by the same local April 1, 1927, with a stove company in the same city follows:

ARTICLE 1. Parties of the first part agree to give preference to parties of the second part providing men can be furnished within one week after request for help is given them.

ART. 2. Forty-eight hours shall constitute a week's work. Time and one-half or price and one-half for overtime. Double time or double price for Sunday or following holidays: New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, and Christmas. No work to be performed on Labor Day.

ART. 3. A committee of three to be recognized by the firm to adjust disputes. There shall be no discrimination for serving on a committee.

ART. 4. The company agrees to furnish a piecework price book easily accessible to a committee of men and the foreman.

ART. 5. Whenever a difficulty arises between the foreman and the men and said difficulty can not be amicably settled it shall be referred to the management. Then if an adjustment can not be reached it will be referred to the officers of the metal polishers' union. Pending adjustment both parties to the dispute shall continue operations in the ordinary manner.

ART. 6. Apprenticeship ratio shall be one apprentice to the shop and one apprentice to every eight journeymen, or majority thereof.

ART. 7. All piecework prices shall remain the same as at present. On all daywork men shall be paid at the rate of their average for the previous 30 days.

ART. 8. This agreement shall remain in force until May 1, 1928. Should either party desire to alter, amend, or annul their agreement, they shall give written notice stating what changes are desired to the other party 30 days before the expiration of agreement, and should the parties fail to give such notice the agreement shall continue in force for another year, and so on from year to year until such notice is given.

ART. 9. On all new work men shall work three days, daywork, when permanent price will be set by the firm and a committee of the men. Quality of work done at time price is set shall be standard to be done on piecework or pieces thereafter. Two weeks to be considered a reasonable time to settle prices.

The 1927 agreement of Local No. 138, Belleville, Ill., with the Belleville Manufacturers' Association, omitting the clauses relating to wages, reads as follows:

ARTICLE 1. The party of the first part agrees to employ only members in good standing of said party of the second part, providing such men can be furnished within two weeks. No men to be hired if under charges of said organization.

ART. 2. Eight hours shall constitute a day's work from whistle to whistle, time and one-half or price and one-half to be paid for all overtime, and double price or double time for Sundays and the following holidays: New Year's Day, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day. No work to be performed on Labor Day, and the 1st of May. Saturday whole holiday from June 15 to September 15. If the firm requires the men to work on Satur-

days between these dates, they shall be paid at the rate of time and one-half or price and one-half.

ART. 3. An equal division of work shall be had by the employees of the polishing and buffing department as near as practicable. The polishers and buffers to be paid their average at the day rate of wages for time lost except in cases of breakdown of machinery or power; 30 minutes' grace allowed for breakdown.

ART. 4. A committee of three shall be recognized by the firm to adjust disputes and prices, and there shall be no discrimination against men serving on committees. New jobs to be tried by journeymen and price set according to time.

ART. 5. There shall be no limit to the output of production.

ART. 6. When a man is taken from piecework and placed on daywork temporarily, meaning three days or less, he shall be paid an average of his previous one week's earnings.

ART. 7. Touching up to be done by members of the party of the first part.

ART. 8. All work with the exception of pipe or top work that is put on a follow board and run on a machine to be done by the party of the second part.

ART. 9. All work that can not be roughed out must be pickled in a satisfactory manner.

ART. 10. The blower system shall be so constructed as to eliminate the dust in a satisfactory manner, and trunk pipe to be cleaned out as often as the shop committee find it necessary.

ART. 11. All journeymen polishers and buffers working piecework to receive 60 per cent on the dollar.

ART. 12. Whenever a difficulty arises between the foreman of the said party of the first part and any of the parties of the second part, and said difficulty can not be amicably settled, it shall be referred to the superintendent of the said party of the first [part]; then, if an adjustment can not be reached, it shall be referred to the two associations. Both parties to the dispute shall continue operations in the ordinary manner.

ART. 13. The apprentice rate of wages shall be board price for the time serving his apprenticeship, meaning three years. There shall be one apprentice to the shop and one to the first eight men and then on to the majority fraction thereof.

ART. 14. This agreement shall remain in force until December 31, 1927. If either party desires to alter, amend, or annul this agreement, they shall give written notice thereof, describing such changes desired or intended to the other party 30 days before expiration of this agreement, and if the parties fail to give such notice, this agreement shall continue in force for another year, and so on from year to year until such notice is given.

Molders

JURISDICTION over the trade of molding in all its branches and subdivisions is claimed by the International Molders' Union of North America.

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, 1927, 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.

Pattern Makers

PERSONS making patterns in wood, metal, and plaster form the Patternmakers' League of America. Agreements are made by local unions, called associations, with individual employers, and are generally very short. Extracts from the agreement of the Pattern-

makers' Association of Chicago and Vicinity, May 1, 1927, are here given:

ARTICLE 1. The party of the first part agrees to employ none but members of the Patternmakers' Association of Chicago and Vicinity on such work as this association has or may have jurisdiction over, who are in good standing and carry the current monthly working card issued by the Patternmakers' Association of Chicago and Vicinity or those who signify their intention of becoming members, if the party of the second part does not supply the required number of men within 48 hours.

ART. 2. The regular working-day shall consist of eight hours, reckoned between 8 a. m. and 4.30 p. m., except on Saturday, when all work shall cease at 12 noon.

ART. 3. Double time shall be paid for all overtime, also for Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Labor Day, and Christmas Day, or days celebrated for them.

ART. 4. Where two shifts are employed, the night shift shall receive 10 cents per hour over the day rate. Night shifts shall work five nights of eight hours, reckoned between Monday and Friday, inclusive.

ART. 6. There shall be a shop steward who shall carry a copy of the working rules with him.

ART. 8. It is mutually agreed that any and all disputes between any member of the Patternmakers' Association of Chicago and Vicinity on one side, and any member or representative of the said firm on the other side, during the life of this agreement, shall be settled by a member or a representative of the said firm on the one side and the business representative and the shop steward on the other.

Stove Mounters

JURISDICTION is claimed by the Stove Mounters' International Union of North America 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, were printed in Bulletin No. 448 (p. 109).

Miners—Coal

THE United Mine Workers of America accept as members all persons employed in and around coal mines, coal washeries, 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

ALTHOUGH the anthracite miners are grouped into three districts, Nos. 1, 7, and 9, they 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

AGREEMENTS of the bituminous miners are generally lengthy, varying only in detail in the different parts of the country. They consist mainly of wage scales, and provide for the employment of union workers only, an eight-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 was printed in Bulletin No. 419 (p. 99). On the expiration of this agreement a general suspension of mining activity took place. Extracts from the Terre Haute agreement made by the Indiana Coal Producers' Association and mine workers' District No. 11 for two years from April 1, 1927, relative to strip mines are here given:

SECTION 1. * * * For the purpose of computing overtime or docking for any month the daily rate shall be one twenty-sixth part of monthly rate.

All laborers in and around the strip mines shall be paid time and one-half for all overtime and double time for Sundays and the following legal holidays: New Year's, April 1 (eight-hour day), Memorial (Decoration), Independence (July 4), Labor, Thanksgiving, and Christmas Days. This does not apply to pumpers or night watchmen that are regularly employed; and where men are called out on Sundays to clean boilers they shall be given a shift for such work. Where a regular pump man or night watchman desires to lay off on Sunday or holidays he shall notify the mine manager when possible, and any man substituted to take such pump man's or night watchman's place shall not receive any overtime pay.

It is understood that the regular employed pump man or night watchman, as provided in section 1, are men that are employed seven days per week.

Where men are used for Sunday or holiday day watchmen, they shall receive their regular straight time day-wage rate.

SEC. 2. All day men shall at all times do and perform any and all kinds of labor required of them by the management: *Provided, however,* That on idle days men shall have an equal division of the work they usually perform when the mine hoists.

When shovels are idle the monthly men comprising the crew of same may be required, at the option of the management, to do work on other machinery, or any other mechanical work in or around the plant, with the understanding that, by so doing, they will not displace other men.

SEC. 3. All day laborers working at the mines, excepting weighmaster, mine boss, and superintendent, who shall be regarded strictly as company men, shall be recognized as members of the United Mine Workers of America. In emergencies and in the absence of any regular employee, the right of the operator to employ men not members of the United Mine Workers of America for day labor shall not be questioned, but the operator agrees that members of the United Mine Workers of America shall receive preference, provided they are competent to do the work.

SEC. 4. In case of either local or general suspension of mining, either at the expiration of this contract or otherwise, the company shall have the privilege of continuing such men in their employ as they deem necessary to fully protect and repair all the company's property, and to produce all coal required to keep up steam at the company's plant, but it is understood and agreed that the operators will not ask them to produce any coal for sale on market. There shall be no change in the wages of such men employed during the suspension of work.

SEC. 6. The duties of the mine committee shall be confined to the adjustment of disputes between the mine boss or superintendent and any member of the

United Mine Workers of America working in and around the mine. The mine committee shall have no other authority, nor exercise any other control, nor in any way interfere with the operation of the mine, and for violation of this clause the committee or any member thereof shall be discharged.

Sec. 7. It is agreed that if any difference arises between the employer and any employee in or about the mines, an attempt shall be made to adjust the same by the person or persons affected, with the company's representative in immediate charge. If they fail to agree the question shall be referred to the mine boss and mine committee—if they fail to agree it shall be referred to the general manager or superintendent and mine committee—if they fail to agree it shall be referred to the president of District No. 11, United Mine Workers of America and the secretary of the Indiana Coal Producers' Association, whose decision shall be final. It is imperative on the part of the two officials to reach an agreement on all questions referred to them and that the dispute shall be settled within five days, unless longer time is agreed to by the two officials named: *Provided*, That nothing in this clause shall prevent the district officers from taking up for adjustment any disputes with the officers of the company affected.

Sec. 8. When miners come out or stay out of the mine for the purpose of redressing a grievance, real or supposed, thus entirely or partially shutting down mine or mines contrary to the expressed terms of the agreement, each employee so ceasing or refraining from work shall be fined in the sum of \$1 per day during such shutdown. The total amount so collected, together with an equal amount to be paid by the company, shall be deposited at the First National Bank of Terre Haute, where it shall be held subject to check by the secretary of the Indiana Coal Producers' Association and the treasurer of District No. 11, United Mine Workers of America, jointly, until such time as the case has been definitely settled. After a decision has been rendered and it is found that the shutting down was in violation of the contract, the fines collected from the miners and held in deposit shall be turned over to the Indiana Coal Producers' Association, but if not guilty of violation of contract, the money shall be returned to the miners from whom collected, and if it has been proven that the cause leading to the shutdown was a violation, on the part of the mine management, of the expressed terms of the contract, the amount paid by the company and held in deposit shall be turned over to District No. 11, United Mine Workers of America, but if there was no such violation of the contract on the part of the mine management, the amount paid by the company shall be refunded. Any mine manager, superintendent, or mine boss who shall fail to comply with the expressed provisions of this contract shall be fined \$5 for the first offense, and for each and every subsequent offense. That when any employee shows that he spoke against or was not present when a suspension of work was ordered or took place the fine shall be refunded to such employee furnishing such evidence and an equal amount shall be refunded to the company out of the amount deposited.¹

Sec. 10. All local rules in violation of this contract shall be null and void, and no local union nor group of local unions shall pass any rules in violation; neither shall any company enforce any rules in violation of this contract.

Sec. 12. It is agreed that the United Mine Workers of America shall have no jurisdiction nor exercise any control over construction work such as erection of tipples, mine buildings, scale machines, shovels, screening apparatus, and other structures and improvements necessary to hoist and prepare coal.

In operations where coal is loaded for final shipment directly into railroad cars, the United Mine Workers of America shall have no jurisdiction over maintenance of track beyond a point 750 feet from where track hits the coal.

Sec. 13. Any employee absenting himself from work without having previously notified the mine office, the mine superintendent or his foreman of his intention to be absent, at least eight hours before starting time of his shift, shall be fined a sum equal to one-half day's pay at his regular rate, unless he shows that he had made sufficient effort to give notice, or that it was clearly impossible to report.

Any employee absenting himself from work at starting time of his shift following one day of absence, without having previously notified the mine

¹ Section 8 to remain unchanged until a new or amended agreement covering this subject matter shall have been arrived at between the United Mine Workers of America and the Indiana Bituminous Coal Operators' Association. Such agreement, when and if made, shall be substituted for the present section 8 of this contract.

office, the mine superintendent or his foreman of his intention to be absent, or without having presented a reasonable excuse for such absence, shall be fined a sum equal to one-half day's pay at his regular rate.

Sec. 14. It is further agreed that the operator shall offer no objection to the check-off for dues of the United Mine Workers of America: *Provided*, That no check-off shall be made against any person until he shall have first given his consent in writing to his employer. This applies to all men working around the plant who are members of the United Mine Workers of America.

Sec. 15. It is agreed that in the event of any employee being wrongfully discharged, and it is so discovered, by methods herein provided, and by the same methods is reinstated, he shall be paid for time lost at the rate per day prevailing in the work he usually follows: *Provided, however*, That the company shall have the option of permitting the accused to continue at work pending the investigation, and the same shall apply to all men working under this contract around the plant.

Sec. 16. Except in cases of fatal accidents in the mine, the mine shall in no case be thrown idle because of any death or funeral; in the event of a fatal accident in the mine, the employees may discontinue work for the remainder of the day, but work at the option of the operator shall be resumed the day following and continue thereafter. Nothing herein shall be construed to prevent any employee from absenting himself from work to attend the funeral of a fellow employee or member of his family.

Sec. 17. In consideration of the observance of the above rule, and the enforcement of same, it is agreed that the following schedule of death benefits shall be paid all parties entitled to receive the same: For a man, \$100; for an employee's wife, \$100; for any member of the family over the age of 14 years, excepting married children, \$70; the company to pay one-half of the above amounts and the local union the remainder: *Provided, however*, That in the event of the mine being thrown idle on the day of the funeral by reason of an insufficient number of men reporting for work, then the company shall not be expected to pay any part of the amounts herein named.

Sec. 18. It is understood that the coal-loading crew may load coal when there is such work to be done and the stripping men may work when there is stripping to be done.

Sec. 19. That in the event the company is desirous of operating a double shift for either excavating purposes or loading coal, the men so employed on extra shifts shall not be entitled to any share of work on remaining regular shifts in the event such extra shifts are discontinued. Where an extra shift is being operated for excavating purposes, and the company shall see fit to employ more men on day shift, the oldest man or men on extra shift shall be given day job and the new man or men be put on extra shift.

Sec. 20. That the above scale is based upon an eight-hour workday; that it is definitely understood that this shall mean eight hours work at his place of work, exclusive of the noon time, six days in the week, and that no local ruling shall in any way deviate from this agreement, or impose conditions affecting the same, but any class of day labor may be paid at the option of the operator for the number of hours and fraction thereof actually worked, at the hour rate, based on one-eighth of the scale rate per day: *Provided*, That when men are called to work in the morning they shall be entitled to two hours' pay whether the mine works or not, excepting in event of a mine being closed down by action of any member or members of the United Mine Workers of America, the two hours' pay shall be forfeited. It is understood that overtime is work over eight hours without an intermission of an eight-hour shift, regardless of classification of work except as otherwise provided by contract.

Sec. 22. Wages shall be paid semimonthly on or before the 10th and 25th of each month.

Sec. 23. Eight hours shall constitute a days' work, but the engineers, shovel crew, and locomotive engineers shall, outside of regular hours, perform all the duties which necessarily and usually pertain and belong to their respective positions, and shall not receive any extra pay therefor.

Sec. 26. Employers shall furnish employees with good clean drinking water.

Miners—Metal

THE International Union of Mine, Mill and Smelter Workers is composed of all persons working in and around mines, mills, smelt-

ers, 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 minimum, fixed by the constitution of the federation, and members may quote higher prices at will. Agreements where made are composed mainly of scales.

The agreement of Local No. 161, made with the motion-picture theater owners of Washington, D. C., September 19, 1927, contains the following paragraphs:

Now, therefore, this agreement witnesseth, that for and in consideration of the sum of \$5 to each of the parties in hand paid by the other, receipt whereof is hereby acknowledged prior to the signing and ensembling of these presents, it is agreed as follows:

1. The season rates hereinafter specified shall apply only when members are engaged on a fixed theatrical policy for the entire time in which such theater shall remain open for theatrical business on that policy, which shall in no case be less than four weeks, and notice of closing shall be of at least two salary weeks.

2. Theater engagements upon a yearly season's basis shall be upon a fixed instrumentation, such instrumentation to be adhered to during the season, subject to provisions of rules 5 and 7. Where a member is required to play more than one instrument he shall be paid \$10 each week in addition to the season scale: *Provided*, That where a member is so engaged the doubling part of his engagement may be discontinued on two weeks' notice, without changing man or chair. Doubling for single weeks will be permitted only on special agreement, where mutually satisfactory, and the charge in such case shall not be less than \$10 per week per man in addition to the regular salary. The playing by a member of any instrument in lieu of the one on which such member is regularly engaged, and where no doubling is involved, will be permitted only on special agreement, where mutually satisfactory, and the charge in such case shall not be less than \$8 per week per man in addition to the regular salary.

3. All season engagements for theaters shall terminate not later than the Saturday preceding Labor Day of each year, unless otherwise noted.

4. The number and days of performances per week shall be as hereinafter set forth, and in accordance with the fixed policy of the individual theater as determined at the outset of the season, upon the opening of a new theater or upon the changing of policy of a theater. Unless otherwise specified herein, engagements shall be upon the basis of a seven-day week.

5. Theaters operating on policies as specified shall employ not less than the number of musicians as herein set forth in addition to the necessary relief musicians. The summer minimum hereinafter named shall be effective from June 1 to September 1, or the nearest pay day thereto, while the regular minimum hereinafter named shall be effective during the rest of the year.

For theaters not provided above, application shall be made to the board of directors of the Musicians' Protective Union for the establishment of a minimum, which shall in no case be less than one musician. Should the policy of

any theater be changed during a season, the board of directors of the Musicians' Protective Union is empowered to adjust the minimum applicable to same. In the event of any dispute between the theater manager and the Musicians' Protective Union growing out of the enforcement of this paragraph, the matter shall be referred to the board of arbitration as provided in rule 21 for settlement.

8. (a) In theaters running separate performances, where the time exceeds three hours per show, including overture, an extra charge of 50 cents per man per show shall be made for each 15 minutes or fraction thereof of such overtime.

8. (b) In theaters running continuous performances not otherwise provided for, two sessions per day, aggregate time not to exceed six hours per day, shall be divided as nearly equally as possible between such sessions, and neither session shall exceed three and one-half hours. Overtime in excess of these requirements shall be paid for at the rate of 50 cents per man per session for each 15 minutes or fraction thereof of such overtime.

8. (c) In theaters running on a regular three-a-day policy, as defined in rule 20, overtime shall be charged at the rate of 50 cents per man per performance for each 15 minutes or fraction thereof of such overtime.

9. Free rehearsals in conjunction with season engagements, as provided in rule 20, must be held at a regular time, and overtime charge shall be made after two and one-half hours. Rehearsal may be held in lieu of a regular performance, but such must be held at the time such performance would have occurred, and overtime shall be charged after three hours. All other rehearsals shall be paid for at the rate of \$4 per man, and overtime shall be charged after two hours. Overtime shall be charged at the rate of 50 cents per man for each 15 minutes or fraction thereof of such overtime.

11. In all theaters showing motion pictures, intermissions aggregating at least one-fifth of the total time of the session shall be allowed during each session.

12. The time elapsing between any matinee and evening session shall not be less than two hours, except where otherwise specially provided. In all cases encroachment on such supper period shall be paid for at the rate of \$1 per man for the first 20 minutes of such encroachment, and an additional \$1 per man for the next 40 minutes of such encroachment, but under no circumstances shall such supper period be less than one hour. The payment for any encroachment shall not be considered as payment for overtime, and shall not reduce the amount to be paid for overtime where such occurs.

13. In all cases where members of the orchestra are required to make up, and/or wear special costumes, and/or play on the stage in sight of the audience, they shall each receive for each performance or session \$2 in addition to the regular salary: *Provided*, That when engaged for a full week the charge shall be \$20 per week for each man so engaged, in addition to the regular salary. In houses giving nine performances or less per week the weekly charge shall not exceed the aggregate of single-session charges. The cost of special costumes, make-up, or other materials shall be defrayed by the management.

14. Where members, other than leaders, are required to talk, sing, whistle, or to assist an act in any way other than by legitimate instrumental performance, they shall be paid at the rate of 50 cents per man per performance or session for each act using such service, in addition to the regular salary. But such service shall be optional with members and in no case mandatory.

15. On all engagements where other than business clothing (dark blue and black) is required, an extra charge of \$2 per week per man shall be made. Business clothing of other shades may, where mutually agreeable to the manager and the members of the orchestra, be worn without additional compensation. Cost of uniforms, or any required attire, other than dark blue and black business clothing and black tuxedos, shall be defrayed by the management. Nothing herein contained shall be construed as in any manner superseding rule 13.

16. Relief musicians shall be members of the Musicians' Protective Union, Local 161, and under the supervision of the contractor on the engagement.

17. Where the house leader upon any theater season engagement is other than the contractor he shall receive not less than the minimum rate specified for the contractor.

18. In theaters where more than 12 performances per week are required it shall be the privilege of each member employed to take one day off each week, providing he shall engage a competent substitute to work in his place at his own expense. Not more than one-sixth of the regular members of an

orchestra shall be off at any performance without the consent of the management of the theater.

19. All instrumental musical service, other than that herein designated, shall be performed by members in good standing of the American Federation of Musicians at not less than the prevailing union rate.

21. (c) In the event of the changing of the policy of any theater, or in the event of the erection of a new theater, not herein provided for, the wage scale for such theater changing its policy, or for such new theater, shall be agreed upon by the wage-scale committees of the parties to this contract, and upon agreement such special wage scale shall become a part of this contract.

(d) In the event the management of any theater shall let its theater for a performance or performances during regular sessions, thus doing away with a regular performance or regular performances, such fact shall not work a diminution of the wage scale hereinbefore provided for.

(e) In the event of any theater being closed for a period of more than four consecutive days by reason of any coal crisis, Federal or municipal regulation or law, or any public calamity, such as fire, pestilence, riot, state of war or rebellion, this contract, in so far as it relates to the employment of the members of the party of the first part in such theater, shall be suspended for such length of time as such theater may remain closed by reason of any of said causes.

(g) 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 they may owe to the American Federation of Musicians by reason of their prior obligation to the American Federation of Musicians as members thereof. Further, each employer represents that there exists no claim of any kind or nature against such employer in favor of any member of said federation, and that no member of said federation will be required to perform any provision of this agreement or render any services for said employer so long as there may remain unsatisfied or unpaid, in whole or in part, any claim against said employer by or on behalf of any member of the American Federation of Musicians.

(h) This contract shall take effect from and after midnight of Saturday, the 3d day of September, 1927, and continue in full force and effect until midnight, Saturday, the 31st day of August, 1930.

The following sections are taken from the rules accompanying the theatrical price list, governing theaters and grand opera, of Local No. 802, New York City, effective September, 1927, to September, 1930:

1. All musicians must be engaged by a contractor member of Local 802, American Federation of Musicians. If extra men at theater are engaged by the contractor of theater where production plays, no extra contractor's charge shall be made. The house contractor of a theater orchestra is the only one who may engage or discharge the members.

2. The contractor shall receive double of all charges unless otherwise provided. A subcontractor shall receive full contractor's charge.

3. Contractors furnishing regular orchestra in theaters must file with the local a contract signed by the management for the entire season that the house is open, stating the number of men engaged and the instrumentation.

4. The question of substitutes rests solely between the manager and the contractor.

5. The contractor or subcontractor of each theater shall file a weekly report on blanks provided for that purpose, countersigned by each member of the orchestra. Failure of contractor, subcontractor, or members of the orchestra to comply with this section shall be punishable in accordance with Article XIII, section 1-A, of the by-laws.

6. A season shall consist of consecutive weeks, and in the event of the orchestra or any part thereof being laid off during said season, except in the event of the theater being closed, one-half salary, to be computed by the nature of the performance given during such lay-off, shall be paid to each member of the orchestra laid off.

7. If theater is dark for part of week during season, each performance given shall be rated as a single performance and paid for accordingly; if charges

exceed that of the weekly scale, the latter price shall prevail. If house is open and orchestra is not employed for entire week, they shall be paid at a pro rata of the weekly salary for such time as they perform and be paid one-half of the pro rata for each performance from which the orchestra is eliminated.

8. No part of any regular orchestra shall be laid off on account of a traveling or other company carrying musicians.

9. When company performs for part of a week in town and part out of town, the management shall have the right to pay the weekly out-of-town price for said services.

10. For part of week in town at beginning or close of season, or where season does not begin or close with a full week's performance, a pro rata of the weekly price for such engagement shall be charged.

11. Contracts with extra members of the orchestra shall be subject to cancellation without cause, upon not less than one week's notice by either the theater manager or member of the orchestra, such cancellation to become effective at the end of the fourth week of the engagement. No notice shall be required in the event of the closing of the theater or attraction. If the engagement is not canceled to take effect upon the termination of the fourth week of employment, the men shall be retained for the run of the play.

12. A week shall be construed as beginning on Sunday or Monday and terminating on a Saturday or Sunday, as the case may be.

13. In legitimate theaters the members of the regular orchestra, so long as the instruments are used, are to remain in the theater while the house is open and under the management of the theater manager during the year (including the summer) of the season for which the orchestra is engaged. In the event of a sale or lease of the theater, the men need not be retained during the period the house, through lease or sale, is without the control of the theater manager. Members of the regular orchestra (i. e., the four or more men engaged for the season) are, after four weeks, to be retained throughout the season of the engagement, while the theater, as above stated, is open and under the control of the theater manager. In the event of a lease, the only requirement is that the lessee maintain an orchestra of not less than four men, such lessee being entitled to select a personnel of his own choosing.

14. If in a dramatic performance the amount of playing equals that of the average musical show, the latter prices and conditions shall apply.

15. The scale of wage paid to the regular orchestra shall be at all times determined by the class of the performances given; it is understood that the weekly season price shall prevail when such changes occur during a season.

16. Members of orchestra or stage band shall not perform on more than one instrument during any performance unless they receive \$15 per week in addition to the regular salary. When members are required to double, mention thereof must be contained in the weekly report. This rule shall not be construed to interfere with legitimate changes established by custom, as oboe to English horn, piano to organ, flute to piccolo, clarinet to bass clarinet, bassoon to contra bassoon, and the saxophone family.

17. Musicians engaged for a performance must be paid if their services are dispensed with by reason of the substitution of a performance other than the one for which they were originally engaged. This not to apply to a transferred holiday matinee, exclusive of Sunday.

20. An evening rehearsal may be given in lieu of a performance, unless otherwise provided.

24. 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 price therefor shall be \$12 per hour or less, per man, and conditions for single radio engagements shall apply. It is also understood that the time of broadcasting may not be divided when such services are rendered during the regular hours.

25. Transportation and first-class sleeping accommodations must be furnished on out-of-town engagements when night travel is necessary.

The sections below are taken from an agreement of the same local, governing special and regular engagements.

ARTICLE X, B 2. At least 24 hours in advance of single performances of grand opera or symphony concerts there must be deposited with the secretary of this local by the managers or promoters of such concerts sufficient money to cover the services of the musicians rendering services at such concerts. Contractors are obliged to insure and are responsible for the deposit of such moneys.

B 3. Before orchestras are furnished for managers or other employers who are not affiliated with the International Theatrical Association (Inc.), managements or circuits who have trade agreements with this local, a bond or other security approved by the secretary of this local guaranteeing one week's salary of said orchestra, must be deposited with such secretary. Such bond or other security shall continue throughout the engagement. In all cases of symphony concerts, etc., in excess of a single performance under the auspices of managements or promoters who have no trade agreements with this local, payment for services of all musicians at such concerts shall be secured by a bond or other security approved by the secretary of this local, deposited with him before any such concerts are given. Such bond or security, so approved, shall include concerts and rehearsals and may be given for a week at a time, but must be continued throughout the engagement.

D. No engagement of a member shall be canceled or postponed, except that a single engagement may be canceled or postponed provided such member receives—

(a) At least 48 hours' previous notice;

(b) One-half of the compensation if engagement is postponed for inclement weather. Exempt from this shall be municipal engagements, which may not be postponed on account of inclement weather, and must be paid for, rain or shine. Exempt also from this shall be block parties, children's parades, May and June walks, which may be postponed on account of inclement weather without pay;

(c) A member once engaged can not be disengaged unless the engagement does not take place.

E. Members can not be discharged or their services dispensed with during the continuance of the engagement for which they are employed except for inattention to business or improper deportment, unless they receive due notice in conformity with the by-laws or price list of the local. No member can be discharged for any other reason except with the consent of the governing board.

F. The contractor or member in charge must submit weekly reports from all engagements of one week or more, countersigned by each member of the orchestra or band, on blanks provided by the office. The contractor or member in charge and the members of an orchestra or band on an engagement from which no reports are submitted may be fined for each week not submitted.

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. Extracts from an agreement of May 11, 1927, between the Consolidated Water Power & Paper Co., Wisconsin Rapids, Biron, and Stevens Point Divisions, and Locals Nos. 187 and 116 of the International Brotherhood of Paper Makers, Nos. 94 and 58 of Pulp, Sulphite, and Paper Mill Workers, and No. 1147 of the Electrical Workers, are here given:

First. When laying off employees, the oldest in point of service will be retained, other things being equal. When new employees are taken on, preference shall be given to members of the organization, when equally competent members are available.

Third. The regular paper-makers crew shall report for work at 6.30 a. m. Monday and prepare the machines for making paper at 7 a. m., it being understood that the stock will not be put on the wire until 7 a. m. It is further understood that if the wire is cut off Sunday morning it is permissible to get the equipment ready to commence putting on the wire at 7 a. m. Monday morning. For all work done before 7 a. m. Monday time and one-half shall be paid. During slack periods the half hour will not be utilized.

Fourth. Running time of the ground wood mill and sulphite mill shall be for a period of six days a week.

Fifth. Hours of employment for four workers shall be from 7 a. m. to 3 p. m., from 3 p. m. to 11 p. m., and from 11 p. m. to 7 a. m. Four workers and day workers required to work overtime between 7 a. m. on Sunday and 7 a. m. Monday shall be paid time and one-half rate. Four workers required to work overtime as a result of vacancies caused by necessary absence shall be paid time and one-half rate for such overtime. Such time and one-half rate to commence on the second day of substitution. The company will not be required to furnish substitutes at time and one-half rate to fill vacancies caused by unnecessary absence.

Schedule of hours for day workers shall be 8 a. m. to 5 p. m. Hours of employment for outside day workers shall be eight hours per day—six days per week. Work done in excess of eight hours shall be paid for at the time and one-half rate. When organizing groups of workmen for night shifts straight time shall be paid for overtime in the case of men who have been in the employment of the company less than one month.

Sixth. Four workers required to work 12 hours on Sunday will not be required or permitted to perform additional work or put in additional time over and above 12 hours. All mechanics and other day workers who are regularly required to work Sundays will be required to lay off one day during the week, provided that on the preceding Sunday their actual time worked amounted to six hours or more. In an instance where the Sunday time worked is less than six hours the employee will be required to let 24 hours elapse between the time he punches out on Sunday and in on Monday. Provision will be made for such mechanics and day workers to have one Sunday off every three weeks. Men in all departments shall be required to rest one day out of every calendar week of seven days.

Seventh. Mechanics called in on repair work between the hours of 5 p. m. and 7 a. m. shall receive time and one-half for actual time worked, plus one hour for coming to and from the mill, and shall receive a minimum of two hours. One hour's time shall be allowed in the case of four workers reporting for work and being sent home.

Eighth. Fourth of July, Labor Day, Decoration Day, and Christmas shall be holidays on which no unnecessary work shall be performed. For all necessary work performed on these holidays time and one-half shall be paid.

Ninth. When transferring employees, either permanently or temporarily, such employees will be paid at the rate which is attached to the position to which they are transferred, except that no change of rate shall be made if such transfer is for a period of less than eight hours in any one day.

Tenth. All rules, policies, and interpretations heretofore mutually adopted by and between representatives of the Consolidated Water Power & Paper Co. and the above-named organizations, at meetings held and attended by such representatives, shall remain in force during the life of this agreement. Grievance committees shall meet regularly with the superintendent of the mill the first Wednesday of each month at 3 p. m.

Eleventh. No strikes or lockouts shall occur during the life of this agreement.

Fifteenth. Grievances arising in a department of the Consolidated Water Power & Paper Co. shall be reported by the organizations to the mill manager, preferably in writing, and the mill manager shall give a written reply within five days, stating the adjustment he has made of the matter. If the mill manager fails to adjust the grievance, it shall be taken up in conference by the general manager or president of the said Consolidated Water Power & Paper Co. and the international presidents or representatives of the respective organizations, and if no settlement is reached within 10 days it shall be referred to arbitration, the company selecting a man, the organizations selecting a man,

and the two thus chosen to select a third party. On their failure to select the third man, the Secretary of Labor at Washington, D. C., shall appoint a third party within five days, who will convene to render a decision within 15 days, to be final and binding upon all parties of this agreement. If a discharged employee claims injustice, the grievance shall be presented within 48 hours, and an employee proven by the above procedure to be unjustly discharged shall be reinstated and shall receive pay for lost time.

Pavers

THE kind of work performed by the members of the Pavers, Rammermen, Flag Layers, Bridge and Stone Curb Setters International Union is indicated by the union title. Extracts from the agreement of Asphalt Workers' Union, Local No. 49, located in New York City, follow. This agreement is effective from July 1, 1927, to June 30, 1929.

Second. The union will furnish upon reasonable notice given the union by the company, by telephone or by mail, its requirements of competent men to perform the work designated by the notice.

Third. When men are ordered to report for work and are not started to work, they shall receive not less than one hour's pay.

All car fare over 14 cents per day to be paid by the company.

Men furnished for out-of-town work to be paid straight time and board furnished seven days a week. Transportation to be paid by the company both ways.

Work done on Sundays and following holidays to be paid for at the rate of double time: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Election Day, Columbus Day, Thanksgiving Day, Christmas Day.

Eight hours shall constitute a day's work on all repair and concrete work where asphalt workers are employed, and all time worked over eight hours shall be paid for at the rate of time and one-half.

When men are started to work after 9 a. m., on any day, they shall receive a half day's wage. If obliged to start work after 1 p. m. of the day, they shall receive a full day's wage.

The company agrees that before any other person or persons are employed in the work of paving or repaving with asphalt it will give the preference of employment in the preliminary work of grading and laying concrete to members of the union, not to exceed 16 union asphalt workers.

All work done after eight hours shall be paid at the rate of time and one-half, only in the moving of tools, when overtime shall be paid at the rate of single time.

Fifth. No strikes or lockouts shall be resorted to on account of an alleged violation of this agreement, but the question at issue shall be submitted in writing to a board of arbitration within two days of said violation, such board to be as follows: Two members of said asphalt company and two members of the union, and these four to select a fifth member if such is necessary. The expense of the fifth member to be borne by the party losing the contention and said board to act on and decide all questions submitted to them within three days, and the findings shall be binding upon both parties to this agreement.

Sixth. Time spent in traveling to work, to and from their homes, located in a reasonable point in the city of New York, where it takes more than three-quarters of an hour in each direction, shall be paid for by the company at the rate of 50 cents per hour each day.

Seventh. Forty-five days' notice to be given by either party hereunto of any change in any of the provisions of this agreement, and such notice effecting any change shall be submitted to joint arbitration.

Paving Cutters

PERSONS cutting stone paving blocks for street-paving use form the International Paving Cutters' Union of the United States and Can-

ada. The agreements are generally bills of prices which vary according to the size of the block, the work being mainly piecework. The agreements generally provide for a union shop, a grievance committee, a 44-hour week, a 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. 169, Boston, May 1, 1927:

ARTICLE 8. Any block not here specified, price to be made by the branch when called upon.

ART. 9. Pay day shall be once a week, and paid not later than noon Saturday.

ART. 10. The minimum rate for daywork shall be \$12 per day, and no daywork to be done where a piece price has been established.

ART. 11. All tools shall be sharpened and kept in good order, and shall be carried to and from the shop at least once every two days, at the employer's expense, and when a paving cutter goes to work with sharp tools he shall get them sharp when he leaves or is discharged.

ART. 12. When work starts, members of Boston branch to have an equal share.

ART. 13. Paving cutter when discharged shall be paid in full at time of discharge, and when a paving cutter leaves of his own accord he shall be paid in full within eight hours after giving notice.

ART. 14. This agreement to take effect on May 1, 1927, and to remain in effect until May 1, 1928, and should either party desire a change in this agreement, three months' notice shall be given before the expiration of the bill. If no notice is given, this agreement to remain in effect another year.

Other clauses in the agreement of the Lithonia and Stone Mountain branches read as follows:

17. All blocks shall be counted at least once a week and inspected by white men. Paving cutters will not be responsible for culls after one week.

22. None but paving cutters in good standing in the paving cutters' union shall be employed, nor shall nonunion blocks be purchased.

24. Water buckets for white men only shall be supplied. The company to supply water and tool carriers.

25. Paving cutters shall be provided with sheds to work in from April 15 to October 15 of each year. Any firm failing to comply with this section shall pay 10 per cent additional on the cutting price of blocks.

Potters

AGREEMENTS of the National Brotherhood of Operative Potters are made 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. Paragraphs taken from the white granite and semiporcelain wage scale and size list, made with the United States Potters Association, October 1, 1926, were printed in Bulletin No. 448 (pp. 113-17).

Powder Workers

THE United Powder and High Explosive Workers of America consists of locals making agreements with manufacturers.

A copy of the greater part of an agreement made by Local No. 118, at Pittsburg, Kans., with the Atlas Powder Co., December 5, 1924, and continued through 1927, is as follows:

SECTION 1. This contract shall bind all parties hereto, their successors and assigns, and remain in force from December 5, 1924, to December 5, 1925. Thereafter this agreement shall remain in force for period of one year from December 5, 1925, provided neither party gives notice in writing of its intention

to terminate said contract, such notice to be served 30 days prior to date of expiration. In the event a new contract is required, the party of the first part agrees to have its representatives meet the executive committee of the party of the second part not later than 10 days prior to expiration of contract.

Sec. 2. Superintendents, clerks, chief engineers, foremen, night watchmen, and men who have not steady positions need not join the union, but all others must, within 30 days after starting work, and dues to start from date of employment.

Sec. 5. Any employee presenting himself for duty in an intoxicated condition shall be dismissed. It shall be the duty of any employee knowing of his fellow workman coming on duty in an intoxicated condition, or being on duty in such condition, to report same to the office, or some one in authority, immediately. On his failing to do so, he will be subject to the same penalty as the offender. It shall be the duty of the superintendent or his representative, as soon as such notice has been received, to immediately suspend the man from duty, and start an investigation, and if this proves the man to have been intoxicated, he shall immediately be dismissed from the employ.

Sec. 6. When a man expects to lay off, he shall notify the superintendent at least 12 hours in advance, excepting in case of illness, to enable the superintendent to make arrangements to fill the position. Anyone violating this rule shall be suspended from duty, 5 days for the first offense, 10 days for second offense, and for the third offense he shall be dismissed. Also notification in advance is to be made when a man is off and intends to return; failing to notify, he will lose the shift.

When the works are compelled to shut down and it is possible for the superintendent to know of this shutdown in advance, he must, at all times, post a notice to that effect in the washup as promptly as possible. Said notice to mean that only those employees who are directly notified by the superintendent or his representative will report for duty on the next day or the next shift. Whenever possible, the length of the proposed shutdown will be stated in said notice. In case operations are suspended for any length of time owing to accident or full magazine or some such cause, at least 48 hours' notice will be given at time works will resume operations.

Sec. 7. The party of the first part shall keep its tram tracks, and especially its powder-making machinery, in good order and the safest possible condition. To make this section more effective in the protection of life and the preservation of property, it shall be the duty of every employee to report any break or imperfect condition of the machinery, or other unsafe condition which may come to his notice, to the superintendent or his representative without delay, and it shall be the duty of the superintendent or his representative to go at once to the scene and take such men as may be required to remedy the trouble.

Sec. 8. At no time shall there be in excess of 350 kegs of packed powder in packhouse and no packed powder stored in this building over night.

Sec. 9. It shall be the duty of each employee to preserve a state of cleanliness in and about the mill in which he may be employed. To do this it will be necessary for every man to clean up his mill during his shift or when his day's work has been finished to the satisfaction of the superintendent and in such way as the superintendent may direct. If the regular mill men have not sufficient time in their eight-hour shift to do the usual thorough cleaning or washing of the mills preparatory to a shutdown and other washing and scrubbing is thought necessary by the superintendent, such work shall be performed by day labor at yard rates.

Sec. 10. Party of the second part agrees to furnish party of the first part labels of the United Powder and High Explosive Workers of America as the party of the first part may require them for such product as is turned out at this mill. The party of the first part shall pay for them at cost, price depending on size of label party of the first part may adopt for its use, and all powder produced at this plant for use in this district or where union powder is demanded shall bear this label.

Sec. 11. Extra work or overtime: All overtime and extra work to be ordered by superintendent. The regular operation of all departments on Sundays or on holidays herein specified will be allowed time and half for such extra time. This does not apply to regular operating shifts between midnight and 6 a. m. or to the power department, which is otherwise provided for herein. All repair work on said holidays and Sundays will be allowed time

and half (except power department, otherwise provided for herein). Mill men will be given preference on such work, but labor rates and not mill rates will be paid, excepting, however, if powder must be handled (such as cleaning out mills), then men so detailed by superintendent will be allowed regular mill rate at time and half. No overtime will start until the expiration of the full eight-hour-day period.

Sec. 12. In filling vacancies employees shall have preference in order of their seniority, if competent, such competency to be determined by the superintendent and grievance committee.

Exception.—It is agreed in filling power house and repairman positions that those applying for these places must show that they have had enough actual experience to be competent.

In filling temporary vacancies, second man will always take first man's place and oldest yardman to take second man's place. If head man in any department should quit the oldest second man in that department will fill the vacancy. When a yard man fills a temporary vacancy he will stay at that position until regular man returns to the mill. If this yard man is off part of a day or longer, this does not take away his right to said temporary vacancy. Seniority to rest on official pay-roll records of P. & K. Works.

Sec. 13. Any discharged employee shall have the right to demand an investigation of the cause of his discharge by so notifying the superintendent, in writing, and in such case such employee shall be under suspension pending an investigation. The investigation shall be made by the superintendent and grievance committee, and shall be settled by them. If this investigation establishes the fact that the employee was discharged wrongfully, he shall receive full pay for time he has lost, at the regular wages, and be reinstated to his position and good standing, the same as if he had not been discharged.

Every employee who thinks he has a grievance because of unfair treatment should take same to the superintendent at once for satisfactory explanation or adjustment. In many cases this will keep the complaint from reaching the grievance committee in a formal way, and thus promote a better feeling.

Sec. 14. In event of differences arising as to the interpretation or performance of this contract which can not be adjusted by the parties hereto, same shall be submitted to two disinterested arbitrators, one being selected by each of the parties; these two then shall select a third arbitrator to be held in readiness in case the first two can not reach an agreement. It will then be their duty to call the third man in. The first two arbitrators shall have five days to select the third man after they have been appointed, and five additional days to reach an agreement, and the findings of this board shall be binding on all parties; it is to be understood there shall be no suspension of work during this adjustment. Each party shall pay its own arbitrator and half the expense of the third.

Sec. 15. All employees must abide by the general rules and regulations prescribed by the company, except in case of rule 5, which shall be governed as follows:

We urgently request the use of safety matches by all employees at all times, whether they are at their homes or elsewhere. All employees shall present themselves at the appointed place of presentation for duty and submit to a search for matches. A voluntary deposit of safety matches at this appointed place shall not be considered an offense or violation of rule 5. On then being searched, however, if found in possession of any matches they shall be fined \$10 for the first offense, \$15 for the second offense, and final dismissal for the third offense. A voluntary deposit of any kind of match other than a safety match shall, on the third offense, be considered as placing the offender in the class of being found with matches when searched and penalized \$10; same above prescribed penalties applying for any of the following offenses. All fines thus collected shall be turned over to the financial secretary of Local 118, who shall give a receipt for same. This money is to be held as a separate fund for use by the local for purposes of affording relief to sick or needy brothers, floral tributes to deceased or assistance of like nature, but only as authorized by a regular meeting of the local. It is understood that superintendent, foreman, and all employees exempted from being included in this contract, as well as all visitors, shall be regularly searched for matches.

Sec. 16. Initiation fees, dues, and assessments in the local union shall be checked off by the party of the first part according to list submitted by financial secretary of local union, and in order to protect the company, each employee will furnish written order for same.

SEC. 17. It is agreed by the party of the first part that no work shall be required of the party of the second part on the following holidays: Memorial Day, Fourth of July, Miners' Eight-Hour Day, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, New Year's Day, and also on funeral days of late employees and members of the immediate families of employees. It is agreed, however, that such prescribed holidays will not prevent loading of cars and the delivery of powder by team or truck.

SEC. 18. Work commonly classified as yard work shall be performed by regular yardmen during the periods of shutdown. In case the work demands additional employees, millmen will have preference, and the work will be divided as far as possible among those who volunteer for such work.

SEC. 19. Party of the first part agrees to operate the plant as far as practicable, in a manner to the best advantage to the party of the second part, in arranging shutdowns, especially those shutdowns caused by lack of orders.

SEC. 20. It is agreed that pay day shall be on the 10th day of each month for labor performed the period from 16th to end of previous month, and on the 25th of each month for period worked from 1st to 15th of same month.

Printing Trades

FORMERLY all engaged in the printing trade belonged to the typographical union. 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

LOCAL unions of bookbinders, paper rulers, paper cutters, edge gilders, marblers, folding-machine operators, and bindery women comprise the International Brotherhood of Bookbinders. 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 of other crafts. Agreements are generally made with employers' associations. The two-year agreement of Local No. 60 with the employing printers of Kansas City, September 1, 1927, is here given, omitting the scale of wages:

This agreement made and entered into this 1st day of September, 1927, by and between the Employing Printers Employing Union Labor, representing printing concerns employing union labor, party of the first part, and Bookbinders' Union, Local No. 60, party of the second part, representing employees of the parties of the first part, shall remain in force until the 1st day of September, 1929, subject to the arbitration clause hereinafter set out. Establishments represented by the party of the first part agree to employ none but members in good standing of Bookbinders' Union, Local No. 60, in their binderies and stock rooms or on any machine or any work coming under the jurisdiction of the International Brotherhood of Bookbinders.

It is further agreed by and between the parties hereto that in consideration of the covenants and agreements herein made and entered into that the party

of the second part shall, at all times, during the life of this agreement truly and faithfully discharge the obligations imposed upon it by furnishing help to perform the work as above mentioned, if in their power to do so, and that the party of the first part and all employing printers and independent bindery and pressrooms herein represented by the party of the first part shall call the party of the second part for all such help.

A joint standing committee of five representatives shall be appointed by each party to this agreement, and in case of a vacancy, absence, or refusal of any such representative to act, another shall be appointed in his place, to whom shall be referred all questions which may arise as to the scale of prices, shop rules, and practices not specifically provided for in this contract. Should the joint committee be unable to agree, then it shall refer the matter to arbitration. The decision of this board shall be final and binding upon both parties.

The joint standing committee to begin negotiations June 1, 1929, and if they fail to agree by August 1, 1929, an arbitrator shall be appointed, and his decision shall be final and binding.

Forty-four hours shall constitute a week's work, eight consecutive hours each day (exclusive of time for lunch), between the hours of 7 a. m. and 6 p. m. All time in excess shall be paid for as herein provided.

Night shifts shall be five nights of 8 hours and 48 minutes, between the hours of 6 p. m. and 7 a. m. from Monday to and including Friday night, and shall be paid for at \$1 more per week than the day scale.

Not less than one day's or night's pay shall be accepted for a fractional day's or night's work, except where an employee lays off of his or her own choice or is discharged for a justifiable cause.

Firms making arrangements for special weekly jobs can work one-half day.

Overtime means all time worked in excess of 8 hours in any one day or in excess of 8 hours and 48 minutes in one night, with the exception of Saturday, and shall be paid for at the rate of price and one-half. All overtime in excess of 12 hours in any one week, all time on Sunday, Thanksgiving Day, Christmas, New Year's Day, Decoration Day, Fourth of July, Labor Day, or days celebrated as such, and all work in excess of two hours after regular quitting time on Saturday, shall be paid at double the regular pay.

A few sections taken from the November 15, 1926, three-year agreement of Bindery Women's Local No. 30, with the Franklin Association of Chicago, follow:

It is further agreed that either party hereto may give the other party hereto written notice 60 days prior to the expiration of this agreement, or any extension thereof, of its intention or desire to change or alter any of the provisions of this agreement, and the failure of both parties to give such notice shall operate as a renewal of this agreement in all its provisions for a further period of one year.

Forty-four hours shall constitute a week's work. All overtime after regular closing hours shall be time and one-half or price and one-half. Double time or double price shall be paid for the following holidays: Sundays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and work done on Saturday after the week's work has been completed (44 hours).

Forewomen shall be practical bindery workers and shall receive a minimum rate of \$29.50 per week. General wages for forewomen shall be paid above minimum rate, according to size of shop.

Compositors, Mailers, Etc.

INCLUDED in the International Typographical Union of North America are the locals of 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 various periods of time. In smaller

towns the agreements are frequently printed together, but sometimes they are printed separately. Their contents are similar, those in the larger cities being more detailed than those in the smaller cities. They are generally lengthy and provide for a variety of matters—a union shop, 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 night work than for day work. 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 appear in a detailed manner. The apprenticeship and miscellaneous provisions in this contract, which are repeated in most agreements, were printed in Bulletin No. 419 (pp. 105–107).

The larger portion of the agreement of Local No. 10 with the newspapers of Louisville, Ky., May 1, 1927, is here given:

SECTION 2. A standing committee of two representatives of the party of the first part, to be selected by the publishers, and a like committee of two representing the party of the second part, to be selected by the union, shall be appointed, and in case of a vacancy, absence, or refusal of either of such representatives to act another shall be appointed in his place. To this committee shall be referred all disputes which may arise as to the scale of prices hereto attached, the construction to be placed upon any clause of this agreement or alleged violations thereof, including discharge cases during the life of this contract, which can not be settled otherwise, and such joint committee shall meet when any question of differences shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to select two arbiters, and the four to agree upon a fifth. The decision of this board shall be final and binding upon both parties: *Provided*, That local union laws not affecting wages, hours, or working conditions and the laws of the International Typographical Union in effect January 1, 1927, shall not be subject to arbitration, excepting as the same may be in conflict with this contract.

SEC. 3. It is agreed that, pending the settlement of all disputes, work is to continue and the terms of this agreement and scale be faithfully observed by both parties. Not less than 60 days prior to the expiration of this contract negotiations shall be begun for a new contract. It is further agreed that should negotiations extend beyond April 30, 1928, this contract shall remain in effect until it shall be supplanted by another contract, but all findings shall date back to and including May 1, 1928. Should no succeeding agreement be entered into by July 31, 1928, then either party to this contract may terminate the same by 30 days' notice in writing to the other party.

SEC. 4. Witnesseth, that from and after May 1, 1927, the establishment represented by the said party of the first part binds itself to the employment in its composing room and the departments thereof, which are machine, make-up, ad room, and proof room, of mechanics and workmen who are members of Typographical Union No. 10, and agrees to recognize the conditions imposed by the constitution, by-laws, and scale of prices of the aforesaid organization and the laws of the International Typographical Union in effect January 1, 1927, which are made a part of this agreement.

SEC. 5. The party of the second part reserves the right to change its laws as proving conditions would justify, but such changes affecting the terms of this agreement shall not be effective in the composing rooms of the party of the first part without the written consent of the party of the first part. The party of the first part agrees to employ in its composing department members of Typographical Union No. 10, provided said union furnishes enough competent members at the rate of wages provided in this agreement to enable the party of the

first part to issue its publication promptly and regularly. Party of the second part agrees to furnish such members: *Provided further*, That if at any time Typographical Union No. 10 fails to supply a sufficient number of competent members, the party of the first part may employ any members of the international union that it can secure; it may advertise for help in the name of Typographical Union No. 10. And if at any time, after written notice to the union of help needed, sufficient competent union men are not available at contract rates, the party of the first part may employ any help it can obtain: *Provided further*, That such additional help may apply for a membership in the Louisville Typographical Union, No. 10, and may continue to work until such application is acted upon: *And provided further*, That the Louisville Typographical Union, No. 10, may replace such help when additional competent union help is available, if such help does not apply for membership in the Louisville Typographical Union, No. 10, or if the application is rejected.

SEC. 6. Should the party of the first part desire to install in composing rooms other typesetting devices or other machines not now in use in newspaper composing rooms in this city and covered by this agreement and scale, such regulations and scale as may be necessary shall be agreed upon by both parties by conference, or by arbitration as hereinbefore provided.

SEC. 7. Should the party of the second part, during the period of this agreement, grant to any daily newspaper in this city any terms or concessions affecting wages, hours, or working conditions different from those provided in this agreement and scale of prices, the party of the first part shall be immediately allowed such different terms or concessions.

SEC. 8. Louisville Typographical Union, No. 10, reserves to its members the right to refuse to execute all struck work received from or destined for unfair employers or publications.

SEC. 11. The foreman shall have full control of operators, machinists, and other employees and shall be the judge of their competency as workmen and of their general fitness to work in the office. When a foreman discharges an employee, the employee may have the right of appeal as provided for in section 2, but the employee shall not be reinstated until the final decision of the joint standing committee. Any employee desiring to contest his discharge must institute such contest within three days after the discharge, and any employee having any complaint against the foreman must institute the same within 10 days after the event which he claims to give rise to such complaint. If an employee is reinstated by the joint standing committee, he is to be paid at the regular rate for the days he was off.

SEC. 12. All pay for overtime and above the scale shall be entered on pay roll and included in and paid with regular wages.

SEC. 13. Machines shall be cleaned and kept in order by the office. Operators shall be kept supplied with a full complement of matrices, spacebands, etc., necessary to continuous work.

SEC. 14. A day's work shall consist of eight consecutive hours between 6 a. m. and 6 p. m. A night's work shall consist of eight consecutive hours between 6 p. m. and 6 a. m. The foreman shall fix the time for the beginning of a day's or a night's work. Regular day shift may be called to work at any time during the day period and regular night shifts may be called to work at any time during the night period, and neither shall receive overtime pay unless they work more than eight hours for that day or night. Dividing working forces into shifts is allowed. On morning papers having a Sunday edition the force may be called to work on two days in each week, one of which days shall be Saturday, at or after 2 p. m., and shall be paid for all time up to 6 p. m. at the rate of time and one-half on the regular night scale, and shall be paid for the next 8 hours the regular night scale, thereafter at the rate of double time; but in no case shall they receive double time until they have worked 11 hours, and an afternoon paper may call all or any part of its force on earlier than 6 a. m. by paying time and one-half for services rendered up to 7 a. m. It is further provided that the rates and conditions in this section shall not affect men working in any lobster shift provided in section 22.

SEC. 15. All time covered by this agreement belongs to the office, and employees shall perform any duties pertaining to work in the composing room assigned to them by the foreman. No man shall be allowed to leave the composing room during working hours except with the permission of the foreman. All work performed during the day hours shall be paid for at day rates: *Provided*, That where the work period of a day worker ends after 6 p. m. such worker shall receive the night rate. All work performed during the night hours

shall be paid for at night rates. When morning and afternoon newspapers are issued under one ownership from the same plant, men on the night shift shall do any work required by the foreman at night rates. All subs must be engaged on the floor of the composing room.

SEC. 16. Men who do not report when time is called shall be subject to dismissal at the option of the foreman. Any discharged situation holder may have the right of appeal to the joint standing committee as provided for in section 2.

SEC. 17. Foreman shall have the right to fix the luncheon period, provided it shall be regularly set—and not more than five hours after starting time (except in cases of emergency). When employees are forced to work overtime they must be given a lunch period five hours after previous luncheon.

SEC. 18. On holidays when paper is not issued, employees may not be paid.

SEC. 19. The publisher shall have the right to select superintendent or foreman outside of local union, provided he is a member in good standing in the International Typographical Union.

SEC. 20. Composition shall be on a time basis; six days or six nights of eight hours each shall constitute a week's work. The eight hours are exclusive of the luncheon period, which is not to be paid for.

SEC. 22. When necessary, owing to the exigencies of business, there may be arranged a special shift beginning at any time during the day or night work period and extending from the day period into the night period or from the night period into the day period, for a period of eight hours, exclusive of the luncheon period. Pay for such work on a shift beginning in the day period shall be \$1 per hour and pay for such work on a shift beginning in the night period shall be \$1.06¼ per hour. Starting time shall begin at the same hour for any one week, six days a week.

SEC. 23. All overtime shall be paid for at price and one-half up to 11 hours and double time after 11 hours, except as provided in section 14.

SEC. 24. Plants running from 5 to 25 machines shall employ a machinist and a machinist apprentice; plants running more than 15 machines may employ an additional apprentice for the major fraction of 15. Helpers may be employed who, under the direction of the machinist may oil and clean machines, melt metal, fill metal pots, and do like work, and the work performed by said helpers not to be in conflict with the work of the regular apprentice, such help not to exceed 1 for each 15 machines, as provided in International Typographical Union Laws for 1927. All machinists must be journeymen members of Louisville Typographical Union No. 10.

SEC. 25. Employees shall be guaranteed full day's or full night's work (exclusive of lunch), except in case of discharge for cause, provided extra men may be employed when union is unable to furnish extra help needed, for less than full day or night at the rate of 93¾ cents per hour for day work and \$1 per hour for night work.

SEC. 26. When an operator acquires an average speed of 4,500 ems nonpareil per hour, "dupe" measurement, and is otherwise competent he can not be discharged for incompetency. Either the line or em basis of measurement for judging competency may be selected by the office at its option.

SEC. 27. All type shall be measured on the basis of the actual number of ems of type contained in each line set, where the lines are 12 pica ems or more in width. All leader matter with one or more justifications to be measured double. Matter set on two or more slugs is to be measured one and one-half times. All matter set for initial letters, side cuts, border, double column or over, or two-line figures of type, shall be assembled by the office. All matter in foreign languages, double measure.

SEC. 28. The following alterations constitute rings: A change from copy not provided for by any style of the paper kept posted in the office, nor by the instructions to the operator when copy is given out; a change in the spelling of proper names where copy is not uniform; of proper names not legible; of words from foreign languages not in common use; a change from the spelling or division of words not in accordance with the dictionary used as a guide, except it is posted in the office; errors resulting from faulty machines.

SEC. 29. Learners on machines may work as much for a period of 12 weeks. They shall receive not less than two-thirds of wages paid operators.

SEC. 30. Matrices, plates, cuts, or types of local advertisements, or other local matter, previously used, furnished to newspapers, may be used by such newspapers, provided such matter shall be reproduced as nearly like the original

as possible within one week from the time of publication. It is understood that this rule does not apply to national advertising nor to matter received from outside the city of Louisville, including printed supplements, magazines, syndicate or other feature matter, in matrices, cuts, or plates, in page size or smaller. This section shall not be construed as prohibiting the loaning, borrowing, exchanging, purchase, or sale of matter in matrices, cuts, plates, or types occasioned by extraordinary emergencies, such as fire, flood, explosion, or other unforeseen disaster, including the "pi" of a form or forms, when it will be permitted without penalty. It is understood and agreed that a local advertisement is: Any advertisement originally set within the jurisdiction of Typographical Union No. 10; any advertisement, whenever set, advertising the business of any concern that is in the local field. However, this does not apply to advertisements of national advertisers. The addition of names and addresses of branch stores or local agents to any advertisement not falling within these definitions does not make the advertisement a local advertisement.

Sec. 31. On daily newspapers each office shall be allowed one apprentice for every eight journeymen employed, or major fraction thereof. Apprentices shall be under the supervision of the foreman and a committee appointed by the president of the union.

Sec. 32. The foreman of the office and the local apprentice committee shall examine applicants and determine if they are mentally and physically fitted to the trade. The examination must prove that applicants for apprenticeship possess the rudiments of a common-school education.

Sec. 33. Apprentices shall not be less than 16 years of age at the time of beginning their apprenticeship. They shall be registered by the apprentice committee and they shall serve an apprenticeship period of five years before being admitted to journeyman membership in the union.

Sec. 34. Starting with the third year apprentices are entitled to and must be in possession of an apprentice working card, indorsed by the secretary of the local typographical union. Cards for the fourth and fifth years can not be granted until apprentices have passed examinations showing that their workmanship entitles them to promotion.

Sec. 35. The foreman and chairman of the chapel shall see that apprentices are afforded every opportunity to learn the different trade processes by allowing them to work in all departments of the composing room. When apprentices show proficiency in one branch they must be advanced to other classes of work.

Sec. 36. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training his case shall be investigated by a representative of the publishers and the local committee on apprentices and suitable action shall be taken thereafter.

Sec. 37. The local union reserves the right to refuse to register apprentices in any office that has not the necessary equipment to afford instruction being given in the different branches of work agreed upon.

Sec. 38. No apprentice shall leave one office and enter the services of another employer without the written consent of the present employer and the president of the union.

Sec. 39. An apprentice, after serving one year, shall not be discharged by the foreman except for neglect of duty, tampering with machinery, or for violation of office or chapel rules: *Provided*, That in the event of such discharge the apprentice shall have the right to appeal to the apprentice committee and may be reinstated if said committee decides the cause for discharge to be insufficient. When it becomes necessary to reduce the force and an apprentice is laid off priority shall prevail.

Sec. 40. The grade and class of work to be taught apprentices shall be distributed as follows:

First year. Apprentice should be employed at proofing galleys, straightening leads and slugs, holding copy or such other work as he may be assigned to by the foreman. He shall receive not less than 30 per cent of a journeyman's wages.

Second year. Apprentice shall be employed at least 50 per cent of his time in the ad room, this period to be devoted to teaching him the case, type faces, distribution, and all the rudiments of the trade. He shall receive not less than 40 per cent of a journeyman's wages.

Third year. Apprentice shall be employed at least 75 per cent of his time in the ad room, this period to be devoted to teaching him all the intricate handiwork of the craft and to include proper display of ads, use of borders

and ornaments, marking out type matter for machines, relationship of type faces and their correct use, etc. He shall receive not less than 50 per cent of a journeyman's wages

Fourth year. Apprentice shall be employed full time on ad room and make-up work. This period to be devoted to mastering all the details of work in ad composition, and after its completion apprentice to be given thorough training on forms, the latter to include placing of ads, make-ups of news and editorial pages, lock-up forms for stereotype room, etc. He shall receive not less than 60 per cent of a journeyman's wages.

Fifth year. Apprentice may be employed the first three months of this period exclusively at reading proof. The second three months he shall be employed on the layout of ads and general composing-room work, so that he can master every phase of ad construction. The last six months the apprentice shall be instructed exclusively on any and all typesetting machines in use in the office where he is employed, if and when machines are available. He shall receive not less than 70 per cent of a journeyman's wages. In no case shall the privilege of learning to operate machines be granted where the granting of same would cause the lay-off of a situation.

SEC. 41. Registered apprentices shall be given the same protection as journeyman and shall be governed by the same shop rules and working conditions.

SEC. 42. At no time shall an apprentice have charge of a department. No apprentice shall work more than 12 hours of overtime during one week, nor more than 3 hours of overtime on any one day or night. No apprentices shall be employed on overtime unless the ratio provided in section 31 applies.

SEC. 43. Apprentices shall undergo regular yearly examinations before the local committee on apprentices. Their work must show if they are entitled to the increased wages provided in this contract. The employer or his representative has the right to be present and take part in any and all examinations.

SEC. 44. Foreman and chairman of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed-on conditions are being fulfilled by all parties to this contract where apprentices are being held back, or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen, it must be set forth in the report.

SEC. 45. When an apprentice, at the end of his apprenticeship, makes application for full membership, said application shall be signed by the apprentice committee. If the applicant should prove inefficient and not according to the standing as judged by a majority of the committee, the union may grant said apprentice six months' further time in which to perfect himself in all departments of the office where he is employed. The foreman should be held responsible for compliance with this provision, and it shall be the duty of the chairman of the office to see that it is faithfully carried out.

SEC. 46. 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 journeymen members of the union.

SEC. 47. Journeymen printers or printers' registered apprentices must be given preference of employment as machinist apprentices over persons not printers, but if no such journeyman printer or registered apprentice is available the employer may employ as a machinist apprentice a person who is not a printer. Such machinist apprentices shall not be considered in conflict with the number of apprentices allotted as provided for in section 32, provided that such machinist apprentice shall not perform any of the work of other apprentices. In no case shall such machinist apprentice "sub" for the machinist where a journeyman machinist is available. Machinist apprentices shall be subject to the same rules and regulations, hours, and pay as other apprentices.

SEC. 48. After five years' service as a machinist apprentice such apprentice shall be eligible to membership in Typographical Union No. 10.

SEC. 49. Any member who by reason of advanced years or other cause may not be capable of producing an average amount of work may, by agreement between the employer and the union, be paid less than is called for by this scale, provided that the wage shall not be less than 50 per cent of the journeyman's wage.

SEC. 50. In the event the publisher finds it necessary to retire because of the infirmities of age, an employee who has faithfully and loyally served in the composing room for at least 10 years, said publisher is hereby committed to pay weekly to said employee a pension equal to that paid by the International

Typographical Union, so long as the International Typographical Union pays a pension to said employee.

The following extracts are taken from the three-year agreement of Local No. 323 with a newspaper in Hoboken, N. J., January 1, 1927:

Provided that local union's laws not affecting wages, hours, or working conditions and the laws of the International Typographical Union shall not be subject to arbitration.

2. In machine composition all work must be time work. Piecework can not be allowed in any case.

5. Eight consecutive hours (including 20 minutes for lunch) to constitute a day's work, the hours to be between 7 a. m. and 6 p. m. Overtime at rate of time and one-half on wages received for the first four hours and double time thereafter to starting time.

6. When called to work before regular starting time \$1 extra shall be charged in addition to the overtime rate.

7. Employees who have left the building and are called back 30 minutes or more after the regular hours of work shall receive \$1 for the call, in addition to the overtime rate. This shall not apply in cases of accident or disaster to the office.

8. All work done on Sundays shall be paid for at double price rates. All work done on the day off for morning newspapers shall be paid for at double price rates.

8a. All holidays shall be paid at single time rates whether or not employees are required to report for work.

9. All work on special morning editions of evening newspapers shall be considered as overtime and paid for as such, but members working on said special edition shall receive not less than a night's pay for such work. It is understood that this does not apply to work done for such special edition by the regular force employed during the day.

10. No member working in the chapel is exempt from taking his overtime off. Where a foreman works overtime in the mechanical capacity as a printer he must give out such overtime.

12. In no case shall less than a day's pay or a night's pay be accepted by any member of the union.

13. In machine offices no stints or slides shall be allowed, but upon request of any office, the office and the union may agree to a standard of competency, said agreement to continue in full force and effect throughout the life of the contract.

14. No one holding a situation shall be allowed to work in any other office, except in case of emergency.

16. 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.

18. All compositors employed in offices where machines are introduced shall have the privilege of learning and becoming familiar with their operation, subject to the approval of the office.

19. Where an office introduces machines it shall take compositors from those already members of the chapel and instruct them.

22. All union machine offices are prohibited from supplying machine composition to nonunion offices.

23. The regular 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.

27. Chapels and foremen may provide the time to go to lunch, but the foreman can not keep an employee more than four hours nor less than three hours before allowing lunch, except in cases of emergency. When two hours' overtime are worked, one-half hour shall be allowed for lunch and paid for at overtime rate. At every four-hour period thereafter one-half hour shall be allowed for lunch and paid for at the prevailing overtime rate.

33. The foreman shall be the judge of a man's competency as a workman * * *. No man who has been discharged from the office for cause shall be eligible to sub, except at the option of the foreman.

34. 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, except apprentices may only be assigned to practice on machines during the last six months of their term.

38. Matter once paid for shall always remain the property of the office either in type or other form, to be used in any or all editions or as many times as desired with such changes as the office may wish to make.

The two-year newspaper agreement of Local No. 77, Erie, Pa., October 1, 1927, contains the following sections:

SECTION 5. No employee who desires to lay off shall be compelled to work when a competent sub can be had. Employees shall put on their own subs from the floor of the office. The foreman shall be the judge of the competency of the sub.

SEC. 12. No member of Erie Typographical Union, No. 77, 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: *Provided*, That in the event of an employee being compelled to work on his designated time off his compensation shall be at the overtime rate of time and one-half.

SEC. 14. That in the event of a newspaper publishing an edition on a holiday it shall be permissible to work a portion of the time the night previous at the overtime rate.

SEC. 15. No machine operator shall be allowed to accept a bonus based on setting so many thousand ems over a prescribed amount.

Provisions found in a newspaper agreement of Local No. 276, New Bedford, Mass., effective January 17, 1927, to December 2, 1927, follow:

SECTION 2. Witnesseth: The scale of prices and working conditions hereinafter set forth shall govern the members of New Bedford Typographical Union No. 276 in the offices of the Standard and Mercury until December 2, 1927, and thereafter from year to year, if mutually satisfactory, and can only be changed by either party giving written notice, with details of proposed changes, on October 1, 1927, or on October 1 of any succeeding year, such changes as may be agreed upon to take effect on December 1 following date of such notice.

SEC. 3. Parties of the first part agree to employ in their composing rooms members of New Bedford Typographical Union No. 276, provided said union furnishes enough competent men to enable the parties of the first part to do their work promptly and regularly; and further provided, that if at any time New Bedford Typographical Union No. 276 fails for any reason to supply a sufficient number of competent members of said union, the parties of the first part may employ any members of the International Typographical Union that they can secure.

SEC. 4. They may advertise for men in the name of New Bedford Typographical Union No. 276, or they may employ enough nonunion men to meet their requirements, with the understanding that if nonunion men are employed they may be retained permanently if desired, in case they are competent and make immediate application and are accepted for membership in New Bedford Typographical Union No. 276. When such applications are rejected the parties of the first part shall be given written reasons on demand.

SEC. 20. All work done during the day hours on Sundays and the five legal holidays, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be charged at double rate for the time worked. The proprietors shall have the right to publish on all other holidays without making additional wage payment above the scale. Since the night shift is recognized as not stopping for Sundays or holidays, no extra price is to be paid for regular night work on these days. All work performed in the daytime is to be paid for at day rates. All work performed at night is to be paid for at night rates. No present wages to be reduced.

SEC. 24. The union shall not discipline the foreman for carrying out the instruction of the publisher or his representative as authorized by this contract and scale. Any disagreement as to any such action on the part of the foreman shall be settled by the representative of the union and the publisher of the paper concerned, or his representative. If any chapel has a grievance of any

kind against the foreman, it shall refer the matter to the publisher of the newspaper employing the foreman or his representative for adjustment. If it is found impossible for the representative of the union and the publisher or his representative to settle the difference, it shall be referred to the committee provided under section 6, and failing settlement there, to arbitration by calling in a fifth member mutually agreed upon, whose decision shall be final.

The following sections are taken from a short agreement of Local No. 215, Decatur, Ill., effective July 1, 1927:

That from and after July 1, 1927, and for a period of two years eight months, or until February 28, 1930, the said party of the first part binds itself to the employment in the composing room and the departments thereof of mechanics and workmen who are members of Decatur Typographical Union No. 215.

SECTION 1. Eight hours shall constitute a day's work.

SEC. 6. Each office regularly employing one journeyman besides the proprietor shall be allowed one apprentice and an extra apprentice for each six additional journeymen regularly employed: *Provided, however,* That no office shall be entitled to more than four apprentices.

SEC. 7. Apprentices shall be paid at the discretion of the foreman the first two years; two-fifths of the scale the third year, three-fifths of the scale the fourth year, and four-fifths of the scale the fifth year.

SEC. 10. The standard of proficiency of an operator of a typesetting machine under the jurisdiction of this union shall be not less than 1,600 corrected lines of straight matter, 12½ ems in width, in one working-day of eight hours, said type not to be larger than minion.

SEC. 11. All operators on linotype, monotype, or other typesetting or type-casting machines, and all exclusive machinists or operator-machinists, shall be active members of Decatur Typographical Union No. 215.

SEC. 12. All exclusive machine tenders and machinist-operators shall be members of Decatur Typographical Union No. 215 and shall have no control over the operator but shall work under the jurisdiction of the foreman. They shall receive not less than the scale for machine operators. They shall be paid at the rate of price and one-half, based on the hourly wage paid, for all work performed in excess of eight hours.

Extracts from a book and job agreement of Local No. 456, Washington, Pa., January 1, 1927, are here given:

Witnesseth: That from and after January 1, 1927, and for a term of one year, ending December 31, 1927, and for such a reasonable time thereafter (not exceeding 30 days) as may be required for the negotiation of a new agreement the establishment represented by the said party of the first part binds itself to the employment in its composing room and the departments thereof of mechanics and workmen who are members of Typographical Union No. 456 and agrees to respect and observe the conditions imposed by the constitution, by-laws, and scale of prices of the aforesaid organization and the laws of the International Typographical Union, copies of which are hereunto attached and made a part of this agreement.

And it is further agreed that aforesaid constitution and by-laws may be amended by said party of the second part without the consent of the party of the first part: *Provided, however,* That such changes do not in any way conflict with the terms of the scales and rules set forth in this contract.

SECTION 1. Hours of work: From January 1, 1927, to January 1, 1928, five days of eight consecutive hours (exclusive of time for lunch) and four hours on Saturday, or 44 hours shall constitute a week's work.

SEC. 2. No person shall be allowed to learn or operate a linotype or other typesetting machine who is not a member in good standing in Washington Typographical Union or an apprentice in the last year of apprenticeship.

SEC. 4. Journeymen learners on machines shall be allowed 44 hours per week for eight weeks, and shall receive \$4 per day for the first four weeks and \$5 per day for the second four weeks, after which time he shall average 3,500 ems of 8 point per hour, he shall be considered competent and receive regular scale wages.

SEC. 5. All work overtime shall be paid for at the rate of time and one-half based on hourly wage paid actual time worked.

All work done on Sunday shall be paid for at double price.

SEC. 7. During the last three years the minimum wage for an apprentice shall be: For the third year, not less than 50 per cent of the journeyman scale; for the fourth year, not less than 66 $\frac{2}{3}$ per cent of the journeyman scale; for the fifth year, not less than 75 per cent of the journeyman scale.

SEC. 8. The proportion of apprentices to regular journeymen employed shall be as follows: For 3 journeymen or less, 1 apprentice, and 1 apprentice for each 4 additional journeymen; but at least 1 member of the typographical union, aside from the proprietor, shall be regularly employed in the composing room before an office is entitled to an apprentice.

SEC. 9. Beginning with the third year, apprentices must be enrolled in and complete the International Typographical Union course of lessons in printing before being admitted as journeymen members of the union. They shall pay to the secretary-treasurer of Washington Typographical Union, No. 456, the sum of \$1 per week until the full tuition of the course is paid.

SEC. 10. The interchanging, exchanging, borrowing, 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, when 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 publication, or vice versa, is desired, under the provision of this section, such exchange shall be regulated by agreement between the employer and the local union interested. Six days shall be the time limit within which borrowed or purchased matter or matrices are to be reset.

SEC. 12. When a dispute arises between the proprietors and the union over the interpretation of the above scale an appeal by either party shall be made within three days. Existing conditions shall continue until a decision is made by conference, and the matter in dispute shall be settled within 30 days from date of appeal. The point or points shall be rendered in full. No other question shall be introduced by the arbitrators or considered by the arbitration committee, which shall be constituted as follows: 2 members to be selected by the employers, 2 members to be designated by the union, and these 4 to select a fifth person who shall be mutually acceptable. The decision of the arbitration committee shall be final and binding upon 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.

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 sections are from the three-year agreement of Mailers' Union No. 9 of Los Angeles, effective October 21, 1927:

Witnesseth: That on and after the 21st day of October, 1927, until the 21st day of October, 1930, and thereafter as hereinafter provided, the parties hereto mutually agree that they will respect and observe all the terms and conditions of this agreement.

SECTION 1. The party of the first part binds itself to the employment of only members of Los Angeles Mailers' Union No. 9, International Typographical Union, in accordance with the terms and conditions herein set forth. Los Angeles Mailers' Union No. 9 agrees to furnish at all times during the life of this agreement, at the scale of wages herein provided, the number of competent mailers required for the proper operation of the newspaper mailing rooms of the party of the first part; except that if Los Angeles Mailers' Union No. 9 fails to furnish the number of mailers required, the party of the first part may obtain outside men from any source it desires and retain such outside men until Los Angeles Mailers' Union No. 9 can furnish the number of mailers required: *Provided*, That when outside men are employed on any day or night, the fore-

man shall not be required to replace them with union mailers during said day or night.

Sec. 2. The party of the first part shall be the sole judge of the number of regular situations and of the number of men required.

Sec. 3 Foremen of offices 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 the persons displaced through such cause shall be reinstated in 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 foremen shall be deemed competent to fill regular situations and the substitute oldest in continued service shall have prior right in the filling of the first vacant regular situation. This section shall apply to incoming as well as outgoing foremen. Members legally discharged according to the provisions of this section, except to reduce the force, may be reinstated only at the option of the foreman. The foreman shall be the judge of an employee's competency as a workman. The foreman shall employ, supervise, assign, control, and direct all employees of the mail room.

Sec. 4. No foreman shall have the right to discharge or discipline a journeyman for putting on an incompetent sub, if the foreman has not notified the journeyman of the sub's incompetency.

Sec. 5. No sub shall be barred from working in an office for failure to show up when not under engagement.

Sec. 6. Office controls the seventh night under the following conditions: Phalanxing by foreman, or giving out of 5-day situations in 6 or 7 day papers, thereby controlling extra work, constitutes a sublist. Any member of Los Angeles Mailers' Union No. 9 covering a situation on a six or seven day paper is entitled to employ in his stead, whenever so disposed, as a substitute, any competent member of Los Angeles Mailers' Union No. 9 without consultation or approval of the foreman of said office.

Sec. 7. No man who has been discharged shall be eligible to sub except at the option of the foreman.

Sec. 8. The regular day off each week of regular situation holders shall be designated by the foreman. When the assistant foreman is acting as foreman he shall have all the authority of the foreman.

Sec. 9. There shall be no priority on extra work.

Sec. 11. It is agreed that all wrappers, excepting for the regular mailing list, shall be addressed by the office in any manner it sees fit. This includes wrappers for cycloning, samples, renewals, new subscriptions, etc.

Sec. 12. Each newspaper employing 5 and not less than 2 regular journeymen shall be entitled to 1 apprentice. For every 5 journeymen regularly employed above 5, 1 additional apprentice shall be allowed; except that the Los Angeles Examiner is allowed an extra apprentice in its galley room. Apprentices shall serve an apprenticeship of five years. Apprentices must be given an opportunity to learn all the branches of the trade, except hand-machine or power-machine work, and this shall be entered upon in the fifth year of their apprenticeship.

Sec. 16. Overtime to be paid for at the rate of time and one-half on actual time worked excepting in case of breakdown, when an hour shall be allowed party of the first part. Work done before or after regular working hours shall be paid for at the overtime rate.

Sec. 20. The constitution, by-laws, and general laws of the International Typographical Union as set forth in that certain book entitled "Book of Laws of the International Typographical Union in effect January 1, 1926," shall not be subject to arbitration: *Provided*, That any changes in said constitution, by-laws, or general laws, and any new by-laws or general laws or new provisions of said constitution which are enacted subsequently to the 1st day of January, 1926, shall not be operative between the parties hereto and shall not affect this agreement except by the mutual consent of the parties hereto. If there is any conflict between the provisions of this contract and said constitution, by-laws, or general laws, as set forth in that certain book entitled "Book of Laws of the International Typographical Union in effect January 1, 1926," the provisions of this contract in all cases shall be paramount.

An arbitration agreement was also concluded on October 21, 1927, by the same mailers' union in Los Angeles:

Witnesseth: That on and after the 1st day of January, 1928, until the 1st day of January, 1933, inclusive, the parties hereto mutually agree that they will respect and observe the terms and conditions of this arbitration agreement.

SECTION 2. If any change in the local agreement relating to wage scale, working conditions, or hours is desired by either party hereto, due notice in writing, in accordance with the provisions herein contained, setting forth in detail the changes desired, shall be given. Demand for a change in the local agreement relating to wage scale, working conditions, or hours may be made at any time after a date 60 days prior to the date of expiration of such local agreement then existing between the parties, a copy of which agreement shall be attached hereto. At least 60 days' notice of a desire to change a local agreement relating to wage scale, working conditions, and hours shall be required. 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 the manner provided in this agreement: *Provided*, That the constitution, by-laws, and general laws of the International Typographical Union as set forth in that certain book entitled "Book of Laws of the International Typographical Union in effect January 1, 1926," shall not be subject to the provisions of this arbitration agreement: *Provided, further*, That all changes in said constitution, by-laws, or general laws, and any new by-laws or general laws or new provisions of said constitution which are adopted subsequently to the 1st day of January, 1926, or which are adopted during the period that this arbitration agreement is in effect or during the period that the local agreement relating to wage scale, working conditions, and hours, negotiated or awarded under the terms of this arbitration agreement, is in effect, shall not be operative between the parties hereto and shall not affect this arbitration agreement or any local agreement relating to wage scale, working conditions, and hours negotiated or awarded under its terms, or the local agreement attached hereto, executed on the 21st day of October, 1927, except by the mutual consent of the parties hereto. If arbitration is decided on, arbitration shall be conducted on the propositions originally submitted by the parties to each other, which are approved for arbitration as herein provided. Upon failure to agree by conciliation, each party shall prepare a statement, embracing the conditions that it seems to establish. Each statement must be complete in itself, and copies thereof shall be forwarded to the chairman of the special standing committee of the American Newspaper Publishers' Association and the president of the International Typographical Union, accompanied by a letter of transmittal, to be signed jointly by the parties hereto, certifying that they are acquainted with the contents of both statements. The said chairman and the said president shall determine what questions and propositions are arbitrable and shall notify by joint letters the parties hereto of their decision. In case the said chairman of the special standing committee and the said president of the International Typographical Union can not agree, their differences shall be settled in any manner which has their joint approval.

SEC. 3. Within 30 days after notice that a change in the local agreement relating to wage scale, working conditions, and hours is desired, conciliation proceedings must begin. Conciliation proceedings shall be considered to be initiated at the time said notice is given. At the demand of either party hereto, after the expiration of 60 days from the time said notice is given, arbitration proceedings shall be initiated in the manner herein provided.

SEC. 4. After the questions to be arbitrated have been determined, a local board of arbitration shall be formed composed of residents of this locality, two members of said local board to be named by each of the parties to this agreement. The board as thus constituted shall proceed forthwith to 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 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 members; provided, if the chairman of the local board of arbitration is not selected within 30 days after the questions to be arbitrated have been determined, he shall be named by the chairman of the special standing committee of the American Newspaper Publishers' Association and

the president of the International Typographical Union, or their proxies, upon the request of either party hereto. The said chairman of the special standing committee and the said president, or their proxies, for the purpose of naming the chairman of the local board of arbitration, may visit Los Angeles. Any expense thus incurred by the said chairman of the special standing committee, or his proxy, shall be borne by the party of the first part, and any expense thus incurred by the said president, or his proxy, shall be borne by the party of the second part.

SEC. 5. It shall require the affirmative votes of at least three of the five members of the board to decide the issues, and the decision of the board shall be final, and such decision shall be binding on the parties hereto.

SEC. 6. An issue shall be considered to be first raised at the time a written request is made by either party presenting in detail changes desired in the local agreement relating to wages, hours, and working conditions. Any change in the wage scale may be made effective from any date which is more than 60 days after the issue first arose, at the discretion of the board.

SEC. 7. The local board of arbitration shall have complete power to make its own rules and shall decide all questions about procedure, the time in which the case shall be presented, the time in which the decision shall be rendered, and shall decide all disputes relating to the admissibility of evidence, and shall have full power to decide finally any questions presented to it by either party.

SEC. 8. If there is no agreement between the parties signatory hereto as to the length of time the award of the board shall be effective, such award shall be for one year.

SEC. 9. All expenses of the board of arbitration shall be equally divided between the party of the first part and the party of the second part.

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. A copy of a union-label agreement executed with individual firms employing union men exclusively was printed in Bulletin No. 419 (p. 116). An agreement negotiated by the international union with the Morgan Litho Co. (poster printers) for Local No. 1 of New York City and Local No. 6 of Cleveland, April 1, 1927, is here given practically complete:

Witnesseth, 1. That on and after April 1, 1927, and for a term of one year and ending April 1, 1928, and for such a reasonable time thereafter (not to exceed 30 days) as may be required for the negotiation of a new agreement, the parties of the first part, for themselves collectively and individually agree to employ in all the departments of their respective establishments over which the Amalgamated Lithographers of America and Locals Nos. 1 and 6 claim jurisdiction none but members of the Amalgamated Lithographers of America, the party of the second part: *Provided*, That if the party of the second part is unable to furnish the required number of journeymen, the parties of the first part shall have the right to employ competent men, whether members of the party of the second part or not, but if such outside men are given permanent employment, or for a term exceeding 30 days, they must join the union of the party of the second part within 30 days from the date of the employment, and if any such employee refuses to join said union, said parties of the first part agree to discharge him from the employment. The parties of the first part agree, jointly and severally, to observe the conditions imposed by the constitution, by-laws, scale of wages of the party of the second part, copies of which are hereto attached and made part hereof.

2. It is further agreed that the aforesaid constitution and by-laws may be amended by the parties of the second part without the consent of the parties of the first part: *Provided, however*, That such changes do not in any way conflict with the scales and terms set forth in this contract.

3. It is further agreed that the scale of wages appended to this contract shall continue without change during the life of this contract, except as may be mutually agreed between the parties hereto.

4. It is further agreed by the parties of the first part that in the event of the adoption or installation of new or improved machines or the substitution of machines for any at present in use producing lithographic work such machines must be operated by journeymen members of said union and a scale of wages agreed upon by the joint committee of four members, each party hereto choosing and appointing two members thereof.

5. Said parties of the second part hereby agree at all times during the life of this agreement to furnish men capable of performing the work required in the lithographic departments of the parties of the first part over which the parties of the second part have jurisdiction.

6. In consideration of the stipulations hereof the parties of the second part hereby grant to the parties of the first part the use and privilege of the Amalgamated Lithographers of America's union label, owned and controlled by the parties of the second part, in connection with the lithographic work of the parties of the first part, provided all work is produced by union labor as hereinbefore provided, and the said parties of the first part jointly and severally agree not to use the said union label upon anything but the strict products of such union labor, and not to lend or allow the use of the said label except by permission of the parties of the second part. Any violation of these provisions respecting the said label shall render these articles null and void at the option of the parties of the second part; and the further use of said label shall be without warrant and illegal.

7. It is further stipulated and agreed that the party of the first part shall not during the life of this contract enter into any association or combination hostile to the Amalgamated Lithographers of America, nor shall it any time render assistance to such hostile combination or association by suspension of lithographic work or by any other act calculated to defeat, impede, or interfere with the policies or activities of the said parties of the second part with relation to its members or any person, firm, or corporation in the lithographic or kindred business.

8. Said party of the first part jointly and severally observing and fulfilling the terms and conditions hereof on their part to be performed, said party of the second part agrees not to do any act hostile or detrimental to the business of the parties of the first part.

9. The parties of the second part reserve to themselves and their members the right to refuse to execute work received or destined by any employer or employers with whom it may have any controversy or dispute.

Photo-Engravers

JURISDICTION over all workers engaged in producing likenesses by any photographic or kindred method to be used for printing purposes is claimed by the International Photo-Engravers' Union of North America. 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. 19, Milwaukee, January 2, 1927, for three years:

It is further agreed that the constitution and by-laws of Milwaukee Photo-Engravers' Union No. 19 may be amended by the party of the second part and by the organization of which it is a subordinate and component party, without notice to or the consent of the party of the first part, provided that any such changes or amendments do not in any way conflict with any of the terms of this agreement.

The party of the second part binds itself to furnish to the party of the first part at all times during the life of this contract a sufficient number of com-

petent photo-engravers to do such work in said photo-engraving department as may be necessary and required and as is usually performed by members of photo-engraving union: *Provided*, That in the event said party of the second part shall at any time be unable to furnish sufficient help, this agreement shall not become inoperative, but said party of the first part shall then have the right to employ workmen not members of said Milwaukee Photo-Engravers' Union No. 19, provided the adopted scale of wages is paid: *Provided, however*, That the employer shall have the privilege of retaining such substitute help if desired for a period of not more than 30 days, even though such substitute does not desire to affiliate with the local union. If during the 30 days, the union is unable to furnish men to fill the places of nonunion men, such nonunion men shall be replaced with union men as soon as the union can furnish them.

SECTION 3. Seven and one-third hours between the hours of 7 a. m. and 6 p. m. (allowing at least 30 minutes for lunch exclusive of working hours) to constitute a day's work: *Provided, however*, That when help is so worked as to bring the starting time before 7 a. m. or the quitting time after 6 p. m., the morning newspaper scale shall apply for full time worked. The foreman shall designate the time and length of the lunch period.

SEC. 4. When $7\frac{1}{2}$ hours are worked between the hours of 7 a. m. and 6 p. m. and it should become necessary to work longer than $7\frac{1}{2}$ hours, then such extra time shall be considered overtime and shall be paid for at the rate of price and one-half: *Provided further*, That overtime shall be calculated on the basis of actual overtime worked.

SEC. 5. Sundays, Independence Day, Labor Day, Christmas, New Year's Day, or days celebrated as such, shall be double price.

SEC. 8. Six and two-thirds hours between the hours of 6 p. m. and 7 a. m. (allowing at least 30 minutes for lunch exclusive of working hours) shall constitute a night's work, except on Saturday nights, when the men may be called in earlier. The foreman shall designate the time and length of the lunch period. Working hours shall be fixed by the foreman between the hours of 7 a. m. and 6 p. m. for day work; and between the hours of 6 p. m. and 7 a. m. for night work.

SEC. 9. When $6\frac{3}{4}$ hours are worked between the hours of 6 p. m. and 7 a. m. and it should become necessary to work longer than $6\frac{3}{4}$ hours, then such extra time shall be considered overtime and shall be paid for at the rate of price and one-half: *Provided further*, That overtime shall be calculated on the basis of actual overtime worked.

SEC. 10. The proportion of apprentices to regular journeymen shall be as follows: For every five journeymen, there may be one apprentice: *Provided, however*, That there shall not be more than two apprentices in any one photo-engraving department. There shall be no apprentice on the night force.

SEC. 11. The hours worked by apprentices shall conform to those worked by journeymen.

SEC. 12. Apprentices shall be not less than 17 years of age at the beginning of their apprenticeship and shall serve a term of five years. No apprentice shall be required or allowed to work more days per week or more hours per day than journeymen are required or allowed to work and shall not give out his overtime.

General provisions

2. The foreman shall be a card member of the union, but he shall be directly responsible to the office for the conduct of the men under his direction and the economical administration of his department. It is expressly understood and agreed that all employees in the photo-engraving departments shall do any class of work the foreman may require in case of necessity or emergency: *Provided, however*, That no journeyman may be discharged for incompetency when working in a branch of the trade other than that which his union card calls for.

3. When a journeyman, having completed his regular shift and having left the floor for 30 minutes or more, is called back to work any time previous to a half hour before the regular starting time next day, he shall receive \$1 in excess of the regular stipulated rate for overtime.

4. It is further expressly agreed and stipulated that members of said Milwaukee Photo-Engravers' Union No. 19 employed by the party of the first part shall not be compelled to work upon or in completion of any work coming from an unfair shop. "Unfair shop" shall be and is understood to mean one

known or designated as "open" or "nonunion" or in which there is a strike or lockout of the members of the International Photo-Engravers' Union.

5. It is further provided that only work required by newspaper publishers or advertisers shall be done within the hours herein specified.

6. Each of the parties to this agreement shall choose and appoint two representatives to act as a joint standing committee, and in case of a vacancy or the absence of or refusal of any representative to act, another shall be appointed in his place, and to this joint committee shall be referred for judgment all controversies or questions arising as to the scale of prices hereto attached, the construction to be placed upon any clause of this agreement for any alleged violation thereof, which can not be settled otherwise by the parties hereto, and this joint committee shall meet within 10 days to act upon any question or difference which shall have been submitted by executive officers of either party. Should the joint standing committee be unable to agree within 10 days, then the committee shall refer the matter involved to a board of arbitration, the representatives of each of the parties thereto to select two arbiters, the board thus constituted to select from among its members a chairman and secretary. The four arbitrators failing to agree, a fifth man, agreeable to both parties, may be selected to settle the difference. It is further agreed that in the event of a new arbitration agreement being negotiated between the International Photo-Engravers' Union and the American Newspaper Publishers' Association that the provisions of that arbitration agreement are to govern any arbitration proceedings that may be conducted during the life of this contract.

The following extracts are taken from the two-year commercial agreement of Local No. 41, Topeka, Kans., March 1, 1927:

ARTICLE 3. That 44 hours shall constitute a full week's work during the life of this agreement. Quitting time on Saturday shall not be later than 12 o'clock noon, starting time shall not be later than 8 o'clock a. m., and lunch time shall be from 12 o'clock noon to 1 o'clock p. m. Working hours shall be between 8 a. m. and 5 p. m., and that no employee shall be laid off from starting time to quitting time.

ART. 4. A journeyman may be permitted to work in any other branch than that which his card calls for, by permission of the chapel chairman or other authorized officer, and such permit shall be good for day of issue only. No member shall be held responsible for work done in other departments than his own.

ART. 5. That should it be deemed necessary to reduce the working hours, the party of the first part shall designate the hours of work, provided that such reduction shall be equal on each day of the week and shall affect the entire working force; that such reduction shall be operative for not less than one week; and that the regular rate of overtime be paid for all such work as may be done outside the hours designated as working hours in such reduction, provided that Saturday may be excepted by mutual consent. Starting time to be not later than 8 a. m.

ART. 6. That all extra time shall be charged as follows: The first three hours after quitting time shall be charged at time and one-half; all other time shall be charged at double time. Saturday afternoons, Sundays, and holidays shall be charged double time.

SECTION 2. In the event of an employee being called back to work after the regular quitting time, he shall receive double time for all time worked.

SEC. 3. Overtime shall consist of all work done between the regular quitting time each day and the starting time of the next day. In such cases where an employee has voluntarily lost time through other causes than sickness, he may be required to make up his 44 hours in that particular week before receiving the overtime rate, but in all cases he shall receive the overtime rate for all time worked previous to having lost time, provided that such time is lost with the consent of the employer. No lost time shall be made up on Sundays or holidays.

ART. 7. That all apprentices shall be mutually indentured to both parties to this agreement and to be governed by the laws of Topeka Local No. 41 and the International Photo-Engravers' Union of North America. The number of apprentices allowed shall be based upon the total number of journeymen employed at large, and the ratio of one apprentice to 5 journeymen and two apprentices to 10 journeymen.

ART. 9. No contract conflicting with this agreement shall be entered into between the employer, party to this agreement, and members of the International Photo Engravers' Union. All contract of employment must be submitted to and executed in accordance with the constitution and by-laws of the Topeka Photo-Engravers' Union, No. 41, and the International Photo-Engravers' Union of North America.

ART. 10. That should employer, party to this agreement, desire the operation of a night force, said night force shall work under the following conditions: Persons working regularly between the hours of 6 p. m. and 6 a. m. shall be considered as night workers. Forty-two hours shall constitute a week's work, the division of hours to be designated by the party of the first part, Saturday and Sunday nights to be excluded. Working nights that precede a holiday shall extend to the usual hour of quitting.

ART. 13. No extra charge shall be made for placing the I. P. E. U. label on original engravings.

Further articles appear in the two-year newspaper agreement of Local No. 39, Providence, R. I., January 26, 1927:

ARTICLE 3. Six days or nights shall constitute a week's work. All overtime, except Sundays, shall be counted as time and one-half. Sunday work shall be counted as double time, either day or night. Overtime to be counted, in all cases, only after the regular hours of work have been put in, in each week. Day overtime after 6 p. m. shall be counted at night overtime rate. If night force work on the following holidays they shall receive the overtime rate: May 30, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

ART. 5. In case of dismissal by an employer or of a journeyman giving up his position, at least one week's notice shall be given by either side.

ART. 6. No foreman shall ask and no chapel chairman shall permit a journeyman to work more than eight hours' overtime in any one financial week when a competent sub can be obtained.

ART. 8. No contracts, individual or otherwise, conflicting with this agreement shall be entered into, unless by consent of both parties hereto.

ART. 10. That it be understood that there shall be no commercial work done in a newspaper plant.

ART. 13. It is expressly understood that the office shall not employ less than four journeymen on the day or night shift.

Extracts from the commercial agreement of Local No. 57, Springfield, Mass., January 1, 1927, are here given:

ARTICLE II. That 44 hours shall constitute a week's work from January 1, 1927, to January 1, 1928, subject to Article XV.

That the quitting time on Saturdays shall be not later than 12 o'clock noon. Overtime shall consist of all work done after the regular quitting time each day and the starting time next day.

All men called back from their homes after quitting time to do work will receive at least one-half day's pay.

That overtime shall be charged for as follows: First four hours of continuous work, time and one-half; for any part of the succeeding four hours, double time; for any part of the third four hours, triple time. Sundays and holidays to be charged for as double time.

Should it be deemed necessary to reduce working hours, this can be done only provided that notice be given two days prior to reduction of working hours; such reduction shall be equal on each day of the week and shall affect the entire force, and that the regular overtime rates be paid for such work as may be done outside the hours designated as working hours in such reduction.

ART. III. In the event of an employee voluntarily losing time, through other causes than sickness, he may be required to make up such lost time during said week before charging overtime. Any employee claiming sickness shall prove to the employer's satisfaction the validity of same, providing employer demands it. Time lost on account of holidays shall not be made up before overtime rates apply.

ART. VIII. In case of emergency the employers may reserve the right to request any journeyman or apprentice to assist temporarily in any branch of the craft other than the one he may be employed in. The employer and shop chairman to decide on what shall constitute an emergency.

ART. XII. That the employing photo-engravers party to this agreement will, in employing help, give preference to members of the International Photo-Engravers' Union of North America in any and all processes of photo-engraving and kindred processes and parts thereof; and it is further understood that no work shall be done by members of said union when such work emanates from employing photo-engravers engaged or involved in a strike or lockout against members of the International Photo-Engravers' Union.

Printing Pressmen

UNIONS of platen or job pressmen, web or newspaper pressmen, feeders, and press assistants form the International Printing Pressmen and Assistants' Union of North America. 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 three-year agreement of Local No. 42, Akron, Ohio, February 1, 1927:

Second. The foreman of the pressroom shall be a member in good standing of the Akron Pressmen's Union No. 42.

Third. Sextuple or three-deck (or units) press shall require at least 4 journeymen, 1 of whom shall be in charge, and 1 flyboy.

Octuple or four-deck (or units) presses shall require at least 5 journeymen, 1 of whom will be in charge, and 1 flyboy.

Decuple or five-deck (or units) presses shall require 6 journeymen, 1 of whom will be in charge, and 1 flyboy.

Fifth. No member can be compelled to do work not pertaining to press work nor can he be disciplined for refusing to do so.

Sixth. Overtime shall be paid for at the rate of time and one-half. Double time for work done on Sundays and all legal holidays, including Decoration Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day. Five consecutive hours, or parts thereof, constitutes one day's work on regular holiday issues.

Seventh. Any eight consecutive hours, or parts thereof, not inclusive of one hour for lunch, between the hours of 7 a. m. and 7 p. m., shall constitute one day's work.

Any seven consecutive hours, or parts thereof, shall constitute one night's work.

Eighth. Apprentices shall be limited to one for every four journeymen regularly employed six days per week, and shall be excluded of fly or carrier duty.

Apprentices shall serve a term of four years, and shall be fully instructed in all branches of work pertaining to the skillful operation of web perfection presses.

Ninth. The chairman of a chapel of a subordinate union shall be the direct representative of said subordinate union in chapels and shall see that all laws of said union are observed by members.

Sections taken from the agreement of Web Pressmen's Union No. 12, Providence, R. I., for three years from March 1, 1927, follow:

SECTION 1. Eight consecutive hours shall constitute a day's work, with 30 minutes for lunch. The regular hours to be between 7 a. m. and 6 p. m. Seven hours shall constitute a night's work, with 30 minutes for lunch. The regular hours to be between 8 p. m. and 7 a. m. Six days shall constitute a week's work and six nights shall constitute a week's work. Journeymen shall have a precedence over apprentices for all extra work except when a crew is continued. A day's or night's work shall consist of getting out the regular editions of the paper and performing the work pertaining thereto if done within the hours above mentioned. Each office shall designate a regular starting time which shall not be changed without one week's notice being given.

SEC. 6. The number of men on a press shall be as follows: Single presses, 1; double presses, 2; three deck, 3; four deck, single or quad presses, 4; sextuple presses, 5; octuple presses, 7.

Exclusive of foreman, assistant foreman, or flyboys. When more than one press is in operation there shall be a pressman in charge of each press. When two or more presses are in operation there shall be one additional man in the pressroom, who shall be subject to the orders of the foreman.

SEC. 7. A member who desires to lay off shall not be compelled to work when he can procure a competent substitute who is a member of the union in good standing.

SEC. 8. This contract shall remain in force between the parties hereto for the period from March 1, 1927, to March 1, 1930, and for such reasonable time thereafter (not exceeding 60 days) as may be required for the negotiation of a new contract, such contract when signed to carry with it the new wage scale from the date of the expiration of this contract. Either party to this agreement desiring to negotiate a new agreement shall give 60 days' notice in writing previous to March 1, 1930. If notice is not given as 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, 60 days prior to March 1 of any succeeding year.

SEC. 10. The foreman shall be the judge of competency of all regular or substitute employees in the pressroom.

SEC. 11. It is conceded by the publishers that they have no right to object to any rules or regulations made by the union to govern its members which do not conflict with the terms of this agreement, or the proper operation of the pressroom, and that all the publishers can demand of the union or the union of the publishers is the fulfillment of this contract.

The following sections are taken from the agreement of Web Pressmen's Local No. 19, of Louisville, Ky., September 4, 1927:

SECTION 2. Both parties mutually agree that their object is the protection of the best interests of the publishers and the Louisville Web Printing Pressmen's Union No. 19. Both agree to abide by this contract and all mutual agreements, it being their purpose to settle all differences without disturbance to industrial peace.

SEC. 5. The publishers agree to employ in their pressrooms members of the Louisville Web Printing Pressmen's Union No. 19, provided said union furnishes competent and satisfactory men, of whose competence and general fitness to work in the office the foreman shall be the judge and whose operations shall be directed by him, at the scale of wages provided in this agreement, in numbers sufficient to enable the publishers to issue their publications promptly and regularly. The union agrees to furnish such men. It is further provided that if at any time the union fails for any reason to supply a sufficient number of competent and satisfactory men at the rate of wages provided in this agreement the publishers may employ any members of the International Printing Pressmen and Assistants' Union of North America that it can secure. They may advertise for men in the name of the Louisville Web Printing Pressmen's Union No. 19, provided men may be secured from any source to meet emergencies and place no impediment in the way of employment of such men.

SEC. 6. Eight hours shall constitute a day's work and seven hours a night's work, except on Saturday night, when eight hours shall constitute a night's work.

SEC. 15. Fly men, who shall be regarded as apprentices, shall be appointed by the foreman, who shall be the judge of their competency. Fly men must have a common-school education and be of good physical build, and exhibit a willingness to learn the web pressmen's trade. Their work shall be directed by the foreman. Their wage shall be as follows: First year, pay to be fixed by the publisher; second year, \$26 per week for day or night work; third year, \$27.50; fourth year, \$29; fifth year, \$32.

A three-year agreement of Printing Pressmen and Assistants' Union No. 36, of Rochester, N. Y., dated January 1, 1927, contains the following provisions:

4. It is understood and agreed that 8 hours shall constitute a day's work, and 48 hours a week's work, exclusive of lunch time.

5. It is understood and agreed that 8 hours shall constitute a night's work, and 48 hours a week's work, exclusive of lunch time.

6. Day work to be between the hours of 8 a. m. and 8 p. m.

7. Night work to be between the hours of 8 p. m. and 8 a. m.

8. All time for day work in excess of eight hours shall be considered as overtime and be paid for at the rate of time and one-half up to midnight, after which double time shall be paid.

8-A. All time for night work in excess of eight hours shall be considered as overtime and be paid for at the rate of time and one-half up to noon, after which double time shall be paid.

9. All overtime to be computed in half-hour periods.

11. Night men who are required to work on their night off, when a sub is available, shall be paid double time.

12. Day men required to work Saturday night to get out a Sunday edition shall be paid at night rate plus \$2 and shall be given a day off.

13. Men required to run a section of a Sunday edition, on a seven-day morning paper, before or after another run, shall be paid one hour overtime rate in addition to the actual time worked. The construction of this clause shall be that it shall be operative on only one such section for the same Sunday issue.

14. From January 1, 1928, to December 31, 1929, an increase of \$1.50 per week on each of the above scales.

16. There shall be one apprentice, or fly boy, to every six journeymen or major fraction thereof. His wages for the first year shall be determined by the firm who employs him. The second year he shall receive 50 per cent of the journeyman's wage; the third year, 65 per cent; and the fourth year, 80 per cent: *Provided, however*, That nothing in this section shall act to reduce the wages of apprentices at present employed.

To the end that they may become better and more skilled workmen, apprentices shall be given opportunity as follows: To work the floor one month in their second year; one month at oiling and one month on tension, third year; one month setting color, fourth year; and such work as pertains to duties of man in charge, at the discretion of the foreman.

17. All work in the pressroom which pertains to the pressman's trade shall be under the direction of the foreman, including the transfer of men from one press to another or any other work. The number of men required to operate presses shall be determined by the foreman.

18. It is understood that the transfer of men from one press to another is to occur only in the instance of extreme emergency, and also that the number of men on a press is not to be reduced except by arbitration.

19. It is agreed that both parties to this contract accept the principles of arbitration as set forth in the arbitration agreement now in force between the Newspaper Publishers' Association and the International Printing Pressmen and Assistants' Union of North America.

This contract is entered into by and with the consent of the International Printing Pressmen and Assistants' Union of North America, an organization to which the party of the first part concedes jurisdiction and control over the trade organization in mechanical departments of the party of the first part, covered by this contract and scale and prices, and the International Printing Pressmen and Assistants' Union of North America, through its authorized representatives hereby agrees to protect the party of the first part in case of violation of the agreement by the said party of the second part under the jurisdiction of said International Printing Pressmen and Assistants' Union of North America.

The following extracts are taken from a two-year agreement of Local No. 111, Joliet, Ill., web pressmen and assistants, February 1, 1927. A large part of the agreement relates to arbitration.

Provided, however, That it is agreed by and between the parties hereto that when the work of the pressroom permits, the foreman thereof may, in his discretion, give one man at a time a day off, as at present and heretofore, which time off shall not be deducted from the weekly wage hereinabove agreed upon between the parties hereto.

In the event of any difference arising between the parties to this contract which can not be settled by conciliation, such difference shall be submitted to arbitration within 30 days from the failure of the parties to agree, as hereinafter provided.

In the meantime, both parties agree that all work shall continue without interruption, and the wages, hours of labor, and working conditions shall remain the same as at the time the difference arises and shall be preserved unchanged until a final decision of the matter shall be reached. Except that in case of an employee being discharged and the question at issue is the just cause of such discharge, then his place shall be filled by the International Printing Pressmen and Assistants' Union of North America with an employee satisfactory to the Joliet Printing Co.

Should the arbitrators, as hereinafter provided, decide that such discharge was without just cause, then the employee shall be reinstated and his wages paid from the time he was discharged.

The arbitration shall be conducted as follows:

The Joliet Printing Pressmen and Assistants' Union No. 111 will select one representative that is familiar with the conditions existing in the printing craft, and the Joliet Printing Co. shall select a man similarly informed. The two arbitrators so selected shall choose a third arbitrator who may, or may not, be a judge of the circuit court.

The arbitrators shall hold open session at such time and place as they may see fit, due notice of such sessions to be given both parties by registered mail.

An agreed statement of the facts in controversy shall be prepared by the disputing parties and be presented to the board as the basis of the controversy, together with the contract, scale, and agreement.

Should they be unable to agree on a statement of the issues involved, then each party shall present its statement of the case in writing, this statement to contain the proposition of the party making the demand and counter proposition from the party on whom the demand is made. The board shall from these statements decide the points in controversy which are properly submitted to arbitration.

The arbitrators shall have full access to the premises used by the parties in dispute for the production of the newspaper. All records consulted under rule 5, hereinafter introduced, shall be considered as confidential information for the arbitrators for the purpose of deciding the matters in dispute and shall not be made public.

The board of arbitration shall conduct its hearing under the following rules:

1. It shall demand duplicate typewritten statements of grievances.
2. It shall examine all parties involved in any differences referred to for adjudication.
3. It shall, upon agreement of both parties involved, employ such stenographers, etc., as may be necessary to facilitate business.
4. It shall require affidavits on all disputed points.
5. It shall have free access to all books and records bearing on points at issue.
6. Equal opportunity shall be allowed for presentation of evidence and argument, but no attorney at law shall be permitted to argue for either party involved.
7. In event of either party to the dispute refusing to appear or present its case after due notice by registered mail, it may be adjudged in default, and decision shall then be rendered against such party.
8. All evidence communicated to the board in confidence shall be so preserved by both parties involved and no record of such evidence shall be kept.
9. The party making the original demand shall have the right to present its case and evidence without interruption, excepting that when oral evidence is introduced, cross-examination of witnesses shall be allowed by the arbitrator. The opposing parties shall have the same right in turn. The first party shall then have the right to present evidence strictly in rebuttal and the opposing party shall be allowed to present counter evidence strictly in surrebuttal. When the objection is made by either party to the admission of any evidence offered by the other party, the board of arbitration by majority vote shall decide as to the admissibility of the evidence in question.
10. In case of the inability of either side to present evidence at the moment, due order may be varied to the extent of allowing such evidence to be presented at such session as may be agreed upon by the parties to the controversy, or as may be ordered by the board of arbitration. No evidence shall be received or considered that was not presented at a regular open session of the board, except that it shall be allowable for the members of the board, in any case, to visit any office to see the operation of labor therein, or for any other necessary purpose, to aid in arriving at a just decision.

11. Oral arguments may be limited to one speech on each side, after all evidence has been presented. Written pleadings, instead of oral arguments, shall be allowed whenever agreed upon by the parties to the controversy.

12. There shall be an agreement by at least a majority of the members of the board as to the exact time and place of hearing, of which both parties shall be notified in season. The session shall be continuous, except for necessary intermissions, until the hearing is concluded.

When a hearing is concluded the arbitrators shall without unnecessary delay go into executive session, from which session all persons except the members of the board shall be excluded, for the determination of its award. In its deliberation the transcript of a stenographic report shall be accepted as the best evidence of what occurred at the hearing, unless it shall appear that gross errors exist in such transcript.

An award agreed upon by two members of the board shall be the decision of the board. Any one member of the board shall have authority to make a minority report, and in case such award is accompanied by such a minority report, the award shall be binding but for one year. Should the decision be unanimous, the board shall have the authority to declare the award binding for not to exceed three years.

Such award as may be found by said board of arbitration shall be final and binding on both parties to this agreement, and both agree that there shall be no appeal from such award, and that failure of either party to carry out and fulfill its obligations as specified by the award, shall be admitted as a breach of contract under this agreement: *Provided, however,* That nothing shall be included in such award not provided for in said contract.

All expenses of arbitration as herein provided shall be divided equally between the union and the other parties to such arbitration.

It is expressly understood and agreed between the parties hereto that either party to this contract may open the scale of wages for readjustment on February 1, 1929.

Stereotypers and Electrotypers

Two classes of men whose work is somewhat similar are united in the International Stereotypers and Electrotypers' Union of North America. 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 often for a period of three years. They frequently provide for detailed systems of arbitration and apprenticeship.

The following agreement made by Stereotypers' Union No. 8 with the Newspaper Publishers' Association of St. Louis, August 24, 1927 to 1930, is similar to many:

SECTION 1. The union hereby agrees to furnish as many competent stereotypers as may be required to do the skilled work in the establishments of any of the employers. It is further agreed that any work which is not skilled labor shall be performed by any person selected by the employer, by direct negotiations between the said person and the said employer. The employers, in turn, obligate themselves to give members of the union in good standing preference in filling the places of journeymen.

When additional stereotypers are called for by an employer, the foreman shall make a request for such help to either the president or other officially designated officer of the union. If such additional help is not furnished by the union within reasonable time, by which is meant in time for the employer to get out the regular issue of the paper, the employer shall be privileged to secure such help regardless of union affiliations, and may advertise for members of the International Stereotypers and Electrotypers' Union, in the name of Stereotypers' Union No. 8, of St. Louis, Mo., until such time as the union shall be able to furnish the required help.

SEC. 2. The regular hours of work shall be as follows:

For day work: Eight hours regularly, between the hours of 7 a. m. and 7 p. m.

All work that can not be performed within the stipulated eight hours shall be overtime, or made a night situation at the option of the office.

Where a day force on an afternoon paper is employed on Saturday night, seven hours shall constitute a night's work.

For night work: The hours for regular night work shall be seven, between the hours of 7 p. m. and 7 a. m., except on Saturday, when work shall be done between the hours of 4 p. m. and 4 a. m.

For all work that can not be performed within the hours above stipulated as regular night work, overtime shall be paid.

Provided, That for all work performed on the following holidays or days observed as such holidays, viz: New Year's Day, Fourth of July, Thanksgiving Day, and Christmas Day, overtime shall be paid.

For all work done on morning papers the night rate of pay shall be paid, provided such work has not been made a regular day situation. Any man or apprentice, after the conclusion of a day's or night's work, on being recalled, shall be entitled to overtime for all elapsed time after leaving the office, whether employed or not, until released.

The term "recalled" to mean bringing a man back after he has left the building.

The hours of work shall be continuous, except for a reasonable interval to be allowed each day or night for lunch, which shall be 30 minutes. The time for lunch shall be regulated in each office and fixed by the foreman, and foremen are enjoined to so fix the lunch time that it may occur as near the middle of the workday in their respective rooms as circumstances may permit. In no case shall the lunch time be paid for by the employers or considered as part of the paid time of the journeyman or apprentice.

Sec. 3. To safeguard the health of the stereotypers, in offices where the molding and casting departments are separated, it is agreed the men shall be transferred from the molding department to the casting department, or vice versa, as infrequently as possible, the foreman to be the judge of the necessity for the transfers.

Sec. 4. All time after the hours herein stipulated as constituting either a day's or a night's work shall be considered as overtime. The foreman shall receive overtime only at the option of the employer; the assistant foreman shall receive overtime at the rate of time and one-half of his pay as such assistant foreman.

Sec. 5. All time, either day or night, coming within the limits of this agreement shall belong to the office, and all journeymen shall perform such work as the foreman shall direct, provided the work pertains to stereotyping.

Sec. 6. The employer, through its foreman, shall be at all times the sole judge of the number of men to be employed in the work of the stereotyping department of its establishment, subject to the 1916 laws of the International Stereotypers and Electrotypers' Union relative to the operation of the autoplate and similar machines.

Sec. 7. The foreman shall be the sole judge of a journeyman's competency as a workman and of his general fitness to work in the establishment of which he, the foreman, is the representative.

If the chapel has a grievance against the foreman it shall first refer it to the publisher, or business manager, of the employer, and if the difference is not satisfactorily adjusted, the chapel shall then refer its grievance to the joint standing committee for settlement.

Nothing herein shall be construed as preventing the union in a case where a chapel refuses to sustain or present the grievance of an individual from presenting it to the joint standing committee for consideration and settlement.

The pay of the foreman shall be a matter of personal negotiation between the employer and the individual, it being agreed that in all cases the said foreman shall be a member of the union in good standing.

Sec. 8. The foreman in each establishment shall have the right to employ help, and may discharge (1) for incompetency, (2) neglect of duty, (3) for violation of office rules, which shall be conspicuously posted, and (4) to decrease the help at the request of the employer.

The foreman's authority to control the journeymen in his room shall apply alike to regulars and substitutes.

Sec. 10. Apprentices shall not be required to work more than 6 days in any week nor shall they be required to work more than 8 hours in any one day or 7 hours in any one night, without compensation for overtime, which shall be paid at the rate of price and one-half of the time rate of the apprentice.

Sec. 11. No changes in the constitution and by-laws of the union which may be made hereafter during the life of this agreement shall change the provisions

or affect or alter the relations and obligations of the contracting parties under the terms of this contract.

SEC. 12. All differences between the parties to this agreement, whether regarding the present agreement or the making of a subsequent agreement, which can not be settled otherwise, shall be submitted to arbitration, said arbitration to be conducted as provided in the code of procedure of the arbitration agreement between the American Newspaper Publishers' Association and the International Stereotypers and Electrotypers' Union, which expired April 30, 1922, and which is made part of this agreement.

SEC. 13. A joint standing committee shall be maintained, to consist of two representatives of the employers and two representatives of the union. In case of vacancy, prolonged absence, or refusal to act, of any member of the committee, another shall be appointed to take his place. To this committee shall be referred all questions which may arise as to the construction to be placed on any of the clauses of this agreement, or alleged violations thereof, which can not be settled otherwise.

Such joint standing committee shall meet within 15 days of a request from either party, when any question of difference shall be referred to it for settlement by the authorized representatives of either of the parties to this agreement. Should the joint standing committee be unable to agree, then it shall refer the matter to arbitration, to be conducted as provided herein unless and until a new arbitration agreement is made between the American Newspaper Publishers' Association and the International Stereotypers and Electrotypers' Union and such new agreement has been accepted by both parties to this agreement, after which acceptance arbitration shall be conducted hereunder under the terms of such new arbitration agreement.

Additional sections found in the agreement of Local No. 9, with newspapers of Detroit, May 1, 1927 to 1930, are here given:

SECTION 4. In all matters not specifically determined by the provisions of this agreement, the constitution and by-laws of the union shall govern, a copy of which is hereto attached and made a part of this agreement.

SEC. 5. Eight consecutive hours or any part thereof between the hours of 6.15 a. m. and 7 p. m. shall constitute a day's work. Seven consecutive hours or any part thereof between the hours of 5 p. m. and 5 a. m. shall constitute a night's work, except on Saturday, when eight consecutive hours between the hours of 2 p. m. and 5 a. m., Sunday, shall constitute the night's work, and the pay for that night shall be \$9.34.

SEC. 6. On Sundays and holidays a call for services between the hours of 6 a. m. and 6 p. m. for the day side shall be paid for on a basis of time and one-half, it being understood that the men shall be paid an amount at least equal to a day's pay at regular price. The term "holidays" shall signify Christmas, New Year's, Memorial Day, Independence, Thanksgiving, and Labor Days.

SEC. 7. Journeyman working two consecutive full-time shifts in the same office, at the request of the office or its representative, shall be paid a bonus of \$2 for the second full-time shift over and above his regular pay.

SEC. 9. Each newspaper office shall be entitled to one apprentice for every seven journeymen or major fraction thereof. All apprentices shall be given full opportunity of learning the trade. Any apprentice applying for position, if accepted by a publisher, shall receive compensation according to the number of years he shall have served at that time.

SEC. 10. When the amount of work on newspapers is of such volume that the force is being overworked, there shall be extra men put on, the foreman to decide when the men are overworked.

SEC. 12. The union shall not discipline the foreman for carrying out the orders of the employer. The foreman shall have complete control of all employees in the stereotype department of the employer, hiring and discharging them in conformity with the regulations of the international union by-laws governing same.

The agreement of Local No. 39, Toledo, Ohio, October 1, 1927 to 1929, includes the following sections:

SECTION 5. Four hours or any part thereof shall constitute a day's work on Sundays or holidays or a night prior to a holiday. Time in excess of this shall be paid at the rate of time and one-half. Except on morning papers,

when holiday falls on Friday or Saturday, time may be taken off either before or after the holiday. Recognized holidays: New Year's, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. The above holiday clause is to protect the Times on Sunday edition.

Sec. 6. When a journeyman is notified to return to work or recalled, he shall receive \$1 compensation for each time in addition to regular overtime. This section does not apply when a stereotyper is in the building at conclusion of work. In this case, should an emergency arise and he is needed, he shall receive the amount of overtime he works.

Other sections taken from the agreement of Local No. 107, Harrisburg, Pa., January 1, 1927, to December 31, 1928, follow:

SECTION 10. Each newspaper office employing a force of two or more stereotype members shall be entitled to employ one apprentice, each apprentice to serve an apprenticeship period of five years. Apprentices during such period shall be given full opportunity to learn the stereotyping trade.

Sec. 14. It is further agreed that the laws of the union, party of the second part, not affecting wages, hours, and working conditions and the laws of the International Stereotypers and Electrotypers' Union, which became effective January 1, 1926, shall not be considered as a difference or dispute under the provisions of sections 11 and 12 and consequently shall not be subject to the consideration of nor decision or determination by the joint board of the board of arbitration mentioned in this section.

Newsboys

AN AGREEMENT made by Newsboys' Federal Union No. 17519, of Everett, Wash., with the newspapers of Seattle in 1926, was printed in Bulletin No. 448 (p. 144).

Quarry Workers

THE Quarry Workers' International Union of North America is composed of men engaged in quarry work, including the blacksmiths, derrickmen, engineers, firemen, laborers, riggers of derricks, and stone derrickmen. Extracts from quarry workers agreements were printed in Bulletin No. 393 (p. 119), and 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 a committee of railway managers.

Most of the railroad agreements are very long; and since in the majority of 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 are generally not made for any 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, however, 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 unions that require their fellow employees to be members of the union. Aside from the shopmen, no provision is made for apprentices, since in all branches of railroading seniority applies, thus requiring every one to begin at the bottom.

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. Such boards had already been established by the railroads for engineers, firemen, conductors, and trainmen.

An agreement establishing an adjustment board, made by the American Railway Express Co. with the American Federation of Express Workers, June 18, 1926, was printed in Bulletin No. 448 (pp. 145, 146). Several have since been made in connection with local agreements. One made by the Union Pacific System with the Maintenance of Way Foremen's Association is given as article 25 on pages 169 to 171 of this bulletin. Another made by the New York, Chicago & St. Louis Railroad with the Mechanical Department Association of the Nickel Plate Road is given as Article XI on pages 173 and 174 of this bulletin.

Clerks

JURISDICTION over clerks, ticket sellers, station employees, crew dispatchers and callers, storeroom employees, and express employees is claimed by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. The greater part of the agreement of the union with the Maine Central Railroad Co., effective July 7, 1927, is here reprinted:

RULE 1. (a) These rules shall govern the hours of service and working conditions of all employees who perform duties of clerk, stenographer, typist, mechanical device operator, call boy or messenger, or telephone switchboard operator (except in general office building) subject to the exceptions noted below. [Departmental chief clerks, cashiers, accountants, and personal stenographer.]

(b) Employees now filling, or promoted to excepted or official positions, shall retain all of their rights and continue to accumulate seniority in the district from which promoted.

RULE 2. (a) Clerks: Employees who regularly devote not less than four hours per day to writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence, and similar work.

RULE 3. Seniority begins at the time the employee's pay starts.

RULE 4. Employees covered by these rules shall be in line for promotion. Promotion shall be based on seniority, fitness, and ability. The supervising official in direct charge shall be the judge of fitness and ability, subject to appeal, as otherwise provided in these rules. Employees not bidding for bulletined positions shall not lose their seniority rights.

RULE 5. (a) Seniority districts are confined to the station at which, and in the general office to the office in which, the position is located.

(b) Stenographers, typists, and mechanical device operators, call boys and messengers will, if they possess fitness and ability, have preference over non-employees in filling vacancies in clerical positions in the seniority district where employed.

RULE 6. Seniority rights of employees to vacancies or new positions will be governed by these rules.

RULE 7. A seniority roster of all employees in each seniority district, showing name and proper dating, will be posted in agreed-upon places accessible to all employees affected. The rosters will be revised and posted in January of each year, and will be open to protest for a period of 60 days from date of posting. Upon presentation of proof of error by an employee or his representative, such error will be corrected. The duly accredited representative of the employee shall be furnished with a copy of the roster upon request. The provisions for annual revision and posting of seniority rosters will not be construed to mean that the duly authorized representative of the employee will be denied the right to request and receive a revised roster when a reduction in force is contemplated or when, due to turnover in force, the annual roster (as applied to a seniority district) does not furnish the information necessary to apply properly the seniority provisions of this schedule.

RULE 8. Clerks in line for promotion to a vacancy or a new position may be required to accept such position, except where in case of long service and advanced age or infirmity, or by mutual agreement between the management and the employees' representatives, it may be otherwise arranged.

RULE 9. Employees appointed to bulletined positions will, unless otherwise mutually agreed between the management and the employees' representatives, be allowed 30 days in which to qualify, and failing therein shall retain all of their seniority rights, may bid on any bulletined position, but may not displace any regularly assigned employee.

RULE 10. (a) New positions or vacancies in the general office building will be bulletined within three days in agreed-upon places accessible to all employees affected for a period of three days, in the districts where they occur. Employees desiring to be promoted to such positions will file their applications in writing with the designated official within that time and an assignment will be made within three days thereafter.

(b) New positions or vacancies at points other than in the general office building will be bulletined within five days in agreed-upon places accessible to all employees affected, for a period of five days in the districts where they occur; bulletin to show position, location, hours of service, and rate of pay. Employees desiring to be promoted to such positions will file their applications in writing with the designated official within that time and an assignment will be made within five days thereafter.

RULE 11. Positions or vacancies of an indefinite duration will be bulletined as permanent positions after 30 days from the date of creation.

RULE 12. Pending an assignment, bulletined positions may be filled temporarily, and in event no applications are received, may be permanently filled without regard to these rules.

RULE 13. (a) When reducing forces seniority rights shall govern subject to the provisions of rule 4. When forces are increased employees shall be returned to service in the order of their seniority rights. Employees desiring to avail themselves of this rule must file their addresses with the proper official at time of reduction, advise promptly of any change in address, and renew their address each 90 days. Employees failing to renew their address each 90 days or to return to the service within 7 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. Seventy-two hours' notice will be given when reducing forces.

(b) Employees whose positions are abolished may within three days exercise their seniority rights over junior employees, and other employees affected may exercise their seniority in the same manner, subject to the provisions of rule 4.

RULE 14. The applications of new employees shall be approved or disapproved as of date 60 days from time the applicant begins work, unless a longer time is mutually agreed to by the management and the representatives of employees. In the event of applicant giving false information this rule shall not apply.

RULE 15. Employees filing applications for positions bulletined in other districts or on other rosters will, if they possess fitness and ability, be given preference over nonemployees.

RULE 16. An employee who has been in the service more than 60 days 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. Committees 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 the decision.

RULE 17. Committees of employees will be granted necessary leave of absence for investigation, consideration, and adjustment of grievances.

RULE 18. (a) Except as otherwise provided in these rules, eight consecutive hours, exclusive of meal period, shall constitute a day's work.

(b) Except as otherwise provided in these rules, work performed on Sundays will be paid for 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 rate of time and one-half. When such assigned day off duty is not Sunday, work on Sundays will be paid for at a straight time rate. (See rule 40.)

(c) Only such clerks as are, in the judgment of the management, necessary to perform the business of the carrier shall be required to work on Saturday afternoons, and no deduction shall be made from the pay of the employees relieved.

RULE 19. 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 8 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 to be performed for periods of more than one hour's duration and service of the employees can not otherwise be utilized.

Employees covered by this rule will be paid not less than 8 hours within a spread of 12 consecutive hours.

RULE 20. Except as otherwise mutually agreed, an employee will be allowed a meal period not exceeding one hour within the fifth and sixth hours after starting work; if the meal period is not afforded prior to the ending of the sixth hour after starting work, it will be paid for at the pro rata rate, and 20 minutes in which to eat will be afforded at the first opportunity, with pay. The above shall not apply to an employee working an assignment of eight consecutive hours, when not to exceed 20 minutes will be allowed to eat without deduction in pay.

RULE 21. (a) Employees covered by these rules shall be paid on daily basis.

NOTE—Employees entering the service with previous experience in outside fields will be credited with previous experience with a maximum of two years' experience.

Rates of pay higher than agreed schedule shall be maintained until positions vacated by present incumbents.

RULE 22. (a) 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.

(b) When the established starting time of a regular position is changed more than one hour for more than six 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, subject to the provisions of rule 4.

RULE 23. 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 rate of time and one-half. (See rule 41.)

RULE 24. (a) An employee called or required to report for work and reporting but not used will be allowed a minimum of three hours at pro rata rate. If held for duty over three hours, actual time so held will be paid for.

(b) Except as provided in these rules, employees notified or called to perform work not continuous with, before, or after the regular work period shall 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.

(c) Employees who have completed their regular tour of duty and have been released, required to return for further service, may, if the conditions justify, be compensated as if on continuous duty.

RULE 25. (a) Only such employees as are required to perform the business of the company for the day shall be called upon to work on the following holidays: January 1, February 22, April 19, May 30, July 4, Labor Day, Thanksgiving, and December 25. When any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday.

(c) When required to work on those days they will be paid at pro rata rate for the day and overtime as per rule 23 of these rules, except as provided in rule 41.

RULE 26. (a) Employees who on January 1 have been in continuous service of the carrier one year or more will be granted annual vacations with pay, provided the work is kept up by other employees and there is no expense to the carrier involved in granting the vacations.

(b) Heads of departments when granting vacations will give employees who on January 1 have been in the service continuously one year and less than two years, 1 week or 6 working-days; those in the service two years and less than three years, 10 days, or 9 working-days; those in the service three years and over 2 weeks, or 12 working-days.

RULE 27. (a) Where the work of an employee is kept up by other employees without cost to the carrier, an employee who has been in the continuous service of the carrier one year and less than two years will not have deduction made from his pay for time absent on account of a bona fide case of sickness until he has been absent 6 working-days in the calendar year; an employee who has been in the continuous service two years and less than three years, 9 working-days; an employee who has been in the continuous service three years or longer, 12 working-days. Deductions will be made beyond the time allowance specified above.

(b) The employing officer must be satisfied that the sickness is bona fide and that no additional expense to the carrier is involved. Satisfactory evidence as to sickness in the form of a certificate from a reputable physician, preferably a company physician, will be required in case of doubt.

(c) The above limits of sick leave may be extended in individual meritorious cases and under the conditions specified, but only by agreement of the representatives of the carrier and of the employees.

RULE 28. An employee sent away from home station for service requiring variable hours will be allowed time from the hour called for, as follows: Straight time for actual hours traveling or waiting by the direction of the management until returned to home station and released from duty. If released from duty at outlying point and allowed to go to bed for five hours or more, no time will be allowed for such period of release. In each 24-hour period, beginning with the hour of starting his regular assignment, he will be paid for time actually engaged in his work, straight time for the first eight hours and overtime thereafter. Where meals and lodging are not provided by the railroad, necessary actual expenses will be allowed.

RULE 29. An employee taken away from his regular assigned duties at the request 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, in addition to necessary actual expenses while away from headquarters. Any fees or mileage accruing will be assigned to the railroad.

RULE 32. At points or in departments where 25 or more employees covered by this schedule are employed suitable provisions will be made for posting proper notices.

RULE 33. Employees transferring with their positions from one seniority district or roster to another shall retain their positions and carry their seniority rights to the new district. Employees transferring from one seniority district or roster to another shall rank from the date of transfer on the seniority district or roster to which transferred.

RULE 34. When, for any reason, two or more offices or departments are consolidated or divided, employees affected shall have prior rights to corresponding positions in the consolidated or divided office or department. After such rights have been exercised, seniority rights shall govern, subject to the provisions of rule 4.

RULE 35. 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 36. An employee returning after leave of absence may return to former position or may, upon return or within three days thereafter, exercise seniority rights to any position bulletined during such absence. Employees displaced by his return may exercise their seniority in the same manner.

RULE 37. 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 38. No discrimination will be made in the employment, retention, or conditions of employment of employees because of membership or nonmembership in labor organizations, nor shall members of organizations discriminate against nonmembers or use other methods than lawful persuasion to secure their membership.

RULE 39. 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 agreement.

Rules applicable to the employees, ticket office, Portland Union Station

RULE 40. So far as practicable, consistent with the requirements of the service, employees shall be allowed one day of rest (not necessarily Sunday) in seven. When the assigned day of rest for an employee is other than Sunday rule 42 (b) and (c) shall apply to such assigned day but shall not apply to Sunday. Days of service may be reassigned when necessary to comply with the intent of this rule.

RULE 41. 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 the pro rata rates for the ninth hour and at time and one-half thereafter.

RULE 42 (c). 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 at the pro rata hourly rate for actual time worked with a minimum of three hours. Time worked before or after the limits of the regular week-day assignment shall be paid for as per rule 41.

RULE 43. * * * This agreement shall continue in effect for a period of one year and thereafter, subject to 30 days' written advance notice containing the proposed changes, and conferences shall be held immediately at the expiration of such notice unless another date is mutually agreed upon.

Dining-Car Stewards

AN AGREEMENT between the Southern Railway Co. and representatives of the dining-car stewards in its employ was made for one year from June 1, 1927. In part, the agreement reads as follows:

RULE 2. Rates of pay and lodging at away-from-home terminals:

From date of entry into service until end of 12 months thereafter, \$145.61; from beginning of thirteenth month from date of entry into service to end of

twenty-fourth month, \$155.61; from beginning of the twenty-fifth month from date of entry into service to end of sixtieth month, \$160.61; from beginning of sixty-first month from date of entry into service and thereafter, \$170.

RULE 3. (a) Two hundred and forty hours' work shall constitute a basic month's service; deadhead hours properly authorized and computed as per Rule 5 to be counted as service hours. Where a regular assignment is less than 240 hours' work per month, deduction will not be made from the monthly wage in consequence thereof.

RULE 4. Seniority shall begin from date of last entry into the service on the respective seniority district. Rate of pay based on cumulative service shall be computed from date of last entry in accordance with the seniority list, except that time when out of actual service will be deducted.

RULE 5. When called to deadhead other than in exercise of seniority or at their own request, deadhead hours will be computed on actual minute basis and paid for at service rates, except that no allowance will be made for dead-heading between 9 p. m. and 6 a. m., unless required to report for duty prior to 6 a. m. to prepare and serve breakfast, in which case service time will commence from the time required to go on duty. In case service is made continuous with deadhead time (no relief from duty intervening) deadhead will be computed in connection with service trip. Time consumed in dead-heading will be computed in connection with Rule 3.

RULE 7. Stewards called and reporting for duty and not used will be paid for actual time held at pro rata rate with a minimum of two hours to be computed in connection with Rule 3.

RULE 9. An employee in service for more than 60 days will not be disciplined without a fair hearing by a proper officer of the company. Suspension pending a hearing, which shall be prompt, shall not be deemed a violation of this principle. At a reasonable time prior to the hearing he is entitled to be apprised of the precise charge against him. 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. If the judgment shall be in his favor, he shall be compensated for the wage loss, if any, suffered by him, less amount earned in other service. The right of appeal in rotation to highest designated official is hereby agreed to.

RULE 12. In reducing forces, fitness and ability being sufficient, in accordance with provisions of paragraph (a), Rule 11, seniority will prevail in selecting those to be retained in the service. When forces are increased, those who were laid off or furloughed will be returned to service in the order of their seniority subject to provisions of paragraph (a) Rule 11, provided they have filed their names and addresses with the designated officials of the company for that purpose. Failure to report for duty within seven days from the date of notification will terminate this privilege unless an explanation satisfactory to the management is given.

RULE 14. Leave of absence in excess of 90 days within 12-month period will not be granted except in writing and by mutual agreement. This not to apply to bona fide cases of sickness.

RULE 15. No discrimination will be practiced between members and non-members of organization.

RULE 16. Typewriters will be furnished by the company where the management requires their use.

RULE 17. 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 for employees included in this schedule whose assignment and service does not permit of at least 12 consecutive hours off duty period at their designated home terminal each 48 hours. For the purpose of applying this rule the railway will designate the home terminal.

RULE 19. This agreement shall become effective on the 1st day of June, 1927. No change will be made by either party therein prior to June 1, 1928, and thereafter until 30 days' notice be given of a desire to change.

Locomotive Engineers

THE Brotherhood of Locomotive Engineers is composed of locomotive engineers on railroads and motormen on elevated roads in some cities or on surface roads having at least 20 miles outside the

city limits, or roads formerly operated by steam power. The pay of engineers varies according to the weight of the locomotive on its drivers, whether engaged in passenger, freight, or yard service, and whether a coal or an oil burner or an electric. Rates are given by the mile and by the day.

The following extracts are taken from the agreement of the Maine Central Railroad Co. and the Brotherhood of Locomotive Engineers, October 6, 1927:

Rates of pay per day for locomotive engineers

Weight on drivers	Kind of service			Weight on drivers	Kind of service		
	Pas- senger	Freight	Yard		Pas- senger	Freight	Yard
Less than 80,000 pounds....	\$6. 62	\$7. 35	\$7. 22	350,000 to 400,000 pounds....	\$7. 22	\$8. 64	\$7. 74
80,000 to 100,000 pounds....	6. 62	7. 44	7. 22	400,000 to 450,000 pounds....	7. 31	8. 64	7. 74
100,000 to 140,000 pounds....	6. 71	7. 53	7. 22	450,000 to 500,000 pounds....	7. 40	8. 64	7. 74
140,000 to 170,000 pounds....	6. 79	7. 78	7. 40	500,000 pounds and over....	7. 48	8. 64	7. 74
170,000 to 200,000 pounds....	6. 88	7. 96	7. 40	Mallets less than 275,000 pounds.....	7. 70	9. 18	8. 39
200,000 to 250,000 pounds....	6. 97	8. 13	7. 57	Mallets 275,000 pounds and over.....	7. 70	9. 42	8. 64
250,000 to 300,000 pounds....	7. 05	8. 28	7. 57				
300,000 to 350,000 pounds....	7. 14	8. 43	7. 74				

Passenger service

ARTICLE 1. SECTION 2. (b) On assignments which pay a minimum day each day in the week, the earning minima will be applied separately to each day.

(c) When the men double alternate days, making only the equivalent of one day's pay for each day, they will be paid not less than twice the respective minima for the turn-around trip.

(d) When assignments are operated in a cycle the compensation received for each cycle will be divided by the number of days intervening between the time the cycle started and the time it again started, and if that compensation divided by those days would not produce the equivalent of the minima for each day, the men will be paid the difference.

SEC. 6. All motor cars used in passenger service operated under train rules by engineers, regardless of whether operated by gasoline, steam, electricity, or other motive power, to be paid minimum rate in preceding table.

ART. 2. One hundred miles or less (straight-away or turn-around), five hours or less, except as provided in article 3, section 1, 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.

ART. 3. SEC. 1. Engineers 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 eight 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 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.

SEC. 3. 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 according to class of engine.

Freight service

ARTICLE 4. SECTION 4. If a type of locomotive is introduced on a railroad which formerly was not in use on that railroad and the rates herein provided are less than those in effect on other roads in the territory, the rates of the other roads shall be applied.

ART. 5. Road engineers 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.

When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

ART. 6. When necessary to meet the requirements of the service, at points where the crews have the same terminal each day, the railroad may establish assignments consisting of a combination of road and yard service, this service to be paid for at road freight rates and subject to the application of local rates, as provided in Article 4. When two or more locomotives of different weights on drivers are used, the highest rate applicable to any engine used shall be paid for the entire day or trip.

ART. 8. SEC. 1. In all classes of service covered by Article 4, 100 miles or less, eight 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 at the mileage rates provided, according to class of engine or other power used.

SEC. 2. On runs of 100 miles or less, overtime will begin at the expiration of eight 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 an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

Yard service

ARTICLE 10. SECTION 4. Engineers shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as is practicable, assignments shall be restricted to eight hours' work.

SEC. 5. 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.

SEC. 6. Where three eight-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.

SEC. 7. Where two shifts are worked in continuous service the first shift may be started during any one of the periods named in section 6.

SEC. 8. Where two shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of 6.30 a. m. and 10 a. m. and the second not later than 10.30 p. m.

SEC. 10. At points where only one yard crew is regularly employed they can be started at any time, subject to section 5.

SEC. 12. Yard crews will be allowed 20 minutes for lunch between $4\frac{1}{2}$ 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.

SEC. 13. Time worked continuously in excess of eight hours shall be paid for on the actual minute basis at the rate of time and one-half, except as otherwise specifically provided for.

General

ARTICLE 11. SECTION 1. It is understood that the weight on trailers will be added to the weight on drivers of locomotives that are equipped with boosters, and the weights produced by such increased weights shall fix the rates for the respective classes of service.

ART. 14. SEC. 1. All road mileage will be based on actual distance as given in official time table. When this mileage totals in a fraction five-tenths of a mile or over will be reckoned 1 mile.

Switching miles in road service will not be considered in computing pay of engineers.

SEC. 3. Engineers in passenger service, doubling hills, going after water or coal, or making light mileage en route on account of conditions beyond their control will be allowed mileage in addition to the trip if overtime is not computed.

SEC. 4. Engineers in freight service, doubling hills, going after coal or water, or called to do extra work while en route will be allowed mileage added to actual miles of trip.

ART. 15. Where regularly assigned to perform service within switching limits, yard men shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed, in said service.

ART. 17. SEC. 1. Regular engineers shall not be called upon to perform extra or emergency work when extra men are available.

ART. 18. SEC. 1. No engineer will be discharged or suspended without sufficient cause, and in case any engineer is suspended, he shall be given, if possible, a hearing and decision within five days from the time his report is rendered. He may have another engineer of his own selection to appear with him and speak for him, and shall have the right to appeal from the decision of the local to the general officials of the company, and a decision from them within five days or as soon as convenient.

ART. 19. SEC. 2. A proper inspection of all engines must be made by the engineer at last terminal for the day, so far as conditions of engine will permit. At points where engine inspectors are employed, the engineer will not be required to go beneath the engine.

ART. 22. SEC. 1. Spare boards will be maintained at Portland, Waterville, Bangor, and Rumford, and at other points where business may warrant.

SEC. 2. A board shall be provided in a convenient place near the register book, on which the names of the men will appear in their turn out, showing the name of the first man out, from time of his booking in, and so on, to the last man out.

SEC. 7. (a) Callers will be provided for all extra men; also if requested, for all regular men.

SEC. 8. Spare men when called for duty will be informed as nearly as possible of the nature and extent of the job for which they are called in order that they may go prepared.

SEC. 14. Engineers 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 for a day * * *

ART. 25. SEC. 1. When regular or ordered trains are cancelled or annulled, and the engineer is notified two hours prior to the ordered or scheduled departure he will receive no time. If not so notified, he will be entitled to 37½ miles or 3 hours; but it is understood that the company will endeavor to furnish the men affected by this article 6 days or 600 miles per week, if business warrants.

SEC. 2. Engineers that report for an assignment that is annulled, if held three hours or over beyond the ordered or scheduled departure, will be allowed the minimum day, or 100 miles.

ART. 28. Engineers who voluntarily leave the service and are subsequently reemployed will rank as new men.

When an engineer leaves the company's service for any reason he shall be given a service letter pertaining to his record.

ART. 29. Engineers transferred permanently from one division to another, at their own request, shall be listed as new men. If transferred by the proper officials of the company on account of the transfer of traffic, they shall retain seniority rights.

ART. 30. SEC. 1. All new and vacant jobs shall be advertised every Monday for five days. The oldest engineers bidding on such jobs will be assigned within five days from the following Monday, provided they are adjudged competent by the management after fair and just trial.

ART. 32. SEC. 1. Where hostlers are or may be employed, engineers will deliver their engines at a point or on a track designated for that purpose, and they will be relieved as at present of cleaning fire, taking fuel, water, sand, filling rod cups and lubricators, and cleaning headlights, classification lights, and reflectors.

ART. 34. When engineers are required to deadhead by company's orders they shall receive 4 cents per mile, except when no other work is performed for a period of 24 hours after being called to deadhead, in which case they shall receive a minimum of 100 miles at \$7.04 per hundred miles.

ART. 35. Engineers attending courts, inquests, etc., by order of the company, will not be subject to any loss of time or compensation and will be allowed expenses.

ART. 36. Any engineer who has been in the service of the company for 18 months or more will be granted leave of absence for 4 months should he so desire and the state of business will permit.

ART. 37. SEC. 1. All committees of engineers will be granted leave of absence as applied for when wishing to present any matter to any of the officials of the company.

ART. 38. Physical examinations, consisting of blood pressure, heart action, and condition of lungs and kidneys, will be required of locomotive engineers as follows:

SEC. 1. Applicants for employment as locomotive engineers.

SEC. 2. Upon attaining the age of 55 years and annually thereafter.

SEC. 3. Whenever in the opinion of the representative of the management under whose jurisdiction they are employed their condition warrants such examination.

SEC. 4. Engineers attaining the age of 70 years may be relieved from main-line road service and may, if deemed advisable by the management, be given displacement rights in branch-line or yard service.

SEC. 5. The examination will be as prescribed by form. Engineers will not be required to remove their clothing except to bare one arm and chest for the purpose of this examination.

SEC. 6. These examinations will be conducted at the convenience of the men on their own time by designated physicians, or may be taken with any physician of good reputation and standing, at the expense of the engineer, but the company will pay the fee of the authorized physician.

SEC. 7. An engineer failing to pass the examination may request and will be granted a reexamination by a specialist to be selected by the management, at which time the engineer may have his family physician present if he desires. The company will pay fee of the authorized physician, but fee of family physician will be assumed by engineer.

SEC. 8. An engineer, on examination, finding his condition is not good, will be expected to act on the advice of the physician with regard to treatment and improve his condition as soon as possible. If examining physician finds condition is such he can not recommend engineer continuing in present class of service, his committee and a representative of the management will endeavor to place the engineer in some available position in other class of service temporarily. If the condition of the engineer has not improved sufficiently to return to his regular run before the expiration of 60 days, he will be given displacing rights in class of service where condition warrants.

SEC. 9. (a) The engineers general committee and the management recommend that all engineers take advantage of physical examination as authorized and arranged for herein on the basis of the following schedule:

(b) Between the ages of 45 and 55, every two years.

(c) Under 45, every three years.

SEC. 10. It is understood that if an engineer is examined for vision, color sense, and hearing and fails to pass the examination in the car or any other room, he shall afterwards be given another trial upon the ground, with such signals as are in daily use in the operation of the road, and if his vision and hearing are sufficiently good to pass the second examination, he will be given his certificate without question.

SEC. 11. The use of glasses by engineers is permitted, it being understood that they must be of spectacle form, prescribed by a competent oculist who is approved by the company, and a duplicate pair must be carried while on duty for use in emergency.

SEC. 12. If an engineer fails to pass required tests, his committee and a representative of the management will endeavor to place the engineer in some available position in other class of service.

ART. 40. All engines will be equipped with drop curtains the year round and side curtains from November 1 to April 1 or earlier and later, depending on weather and other conditions.

ART. 42. SEC. 8. Firemen having successfully passed qualifying examinations shall be eligible as engineers. Promotion and establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer, when called for such service, provided there are no demoted engineers

back firing. No demoted engineer will be permitted to hold a run as a fireman out of any terminal on a seniority district while a junior engineer is working on the engineers' extra list, or holding an assignment as an engineer out of such terminal; it being understood that an engineer cut off the engineer's extra list at any terminal on a seniority district may displace any engineer his junior on that seniority district; it being further understood that engineers will be required to fill all positions of engineers on any seniority district before firemen are promoted, or engineers hired on that seniority district.

ART. 44. SEC. 1. (a) A seniority list of all engineers, inclosed within a frame, will be placed in a conspicuous place at all engine houses.

Locomotive Firemen

THE Brotherhood of Locomotive Firemen and Enginemen claims jurisdiction over locomotive enginemen, dispatchers, hostlers, and helpers. The pay of enginemen 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.

Some of the more important items in the agreement of the Cleveland, Cincinnati, Chicago, and St. Louis Railway Co., effective February 1, 1927, are given below. The parts relative to seniority and promotion, being similar to those given in the preceding agreement of the clerks, are not given; neither is the article relating to wages included.

ARTICLE 1. (a) Eight hours or less, or 100 miles or less, shall constitute a day's work in all classes of service, except as otherwise specified.

In passenger service, firemen's pay will commence at the time they are required to report for duty and shall continue until the time the engine is placed on a designated track or they are relieved at terminal.

ART. 4. (a) Firemen on either regular or extra 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 eight 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.

(b) Firemen 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 that when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of five hours from the time of first reporting for duty.

(c) Overtime in all passenger service shall be paid for on the minute basis at the rate per hour of not less than one-eighth of the daily rate herein provided, according to class of engine.

(d) For passenger service, final terminal delay after the elapse of one hour shall be computed from the time the train reaches the terminal station. If road overtime has commenced, terminal overtime shall not apply, and road service shall be computed to the point of final release.

(e) Excursions, specials, etc., handling passenger equipment, regardless of engine used, or schedule upon which they are run; also engines double heading passenger trains, will be classed and paid for as passenger service, and such runs will be filled the same as temporary vacancies in passenger service. Mixed trains having 50 per cent or more freight equipment will be classed as freight trains and paid the freight rate. Less than 50 per cent freight equipment, passenger rates will apply.

(f) Engine crews in passenger service leaving the initial passenger station one hour or more, plus three minutes for each mile or fraction of a mile greater than one-half run from roundhouse to station from time required to report, will be paid for the hour and any additional time delayed in addition to their trip.

ART. 5. (c) If a type of locomotive is introduced on a railroad which formerly was not in use on that railroad and the rates herein provided are less than those in effect on other roads in the territory the rates of the other roads shall be applied.

(d) The time of firemen called for work on wreck-train service outside of yard limits will start when the engine leaves the designated track, it being understood that crews in either service will perform no switching service before leaving yard except in connection with their own work.

ART. 6. (b) On runs of 100 miles or less, overtime will begin at the expiration of eight 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 an hourly rate of three-sixteenths of the daily rate according to class of engine or other power used.

(c) Road firemen 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.

When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

ART. 7. (a) In all classes of service, other than passenger, firemen's time will commence at the time they are required to report for duty and shall continue until the time the engine is placed on the designated track or they are relieved at terminal.

(b) Firemen in pool or irregular freight service may be called to make short trips and turn arounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day, provided (1) that the mileage of all the trips does not exceed 100 miles; (2) that the distance run from the terminal to the turning point does not exceed 25 miles; and (3) that firemen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first-in-first-out rule.

ART. 9. (a) No initial terminal delay is allowed beyond that involved in the rule that pay shall begin in all cases at the time the fireman is required to report for duty, but final terminal delay after the elapse of one hour will be paid for at the end of the trip, at the pro rata rate, according to the class of engine, on the minute basis.

(b) For freight service, final terminal delay shall be computed from the time the engine reaches the designated main-track switch connecting with the yard tracks.

(c) Final terminal delay will be paid at the pro rata rate, on the minute basis, if time consumed in getting to the designated track exceeds one hour; if less than one hour, no final terminal time will be allowed.

(d) When the train reaches the final terminal before overtime commences, calculated from the time of reporting for duty, the special payments will be allowed at the pro rata rates.

(e) If the train is not on overtime on arrival at the final terminal, but the overtime period commences before final release, special payments accruing at the final terminal up to the period when overtime commences will be allowed on the basis of the pro rata rates, but time thereafter shall be paid on the actual minute basis of three-sixteenths of the daily rate.

ART. 10. Firemen 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 fireman be called for duty after pay begins, time will be computed 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.

ART. 13. (a) Firemen called to deadhead, and used in other service within one and one-half hours after the completion of such deadheading, or firemen called to deadhead within one and one-half hours after having completed other service, will be allowed continuous time for both services at the highest rate applicable to either. When no other service is performed within one and one-half hours before or after deadheading, firemen shall be allowed \$4.20 per 100 miles, for such deadhead service, minimum and maximum 100.

ART. 14. When attending court or inquest by direction of an officer of the company a fireman will be paid the same as if on his run and necessary expenses while away from home.

ART. 15. Firemen in road service will be called, as near as practicable, 1 hour and 30 minutes before leaving time when living within a radius of 1½ miles of engine house, the caller to carry a book to be signed by fireman when called. Should the starting of a run for which a fireman has been called and has reported be so delayed as to necessitate his release, or should train be annulled, he will be paid at the pro rata rate for class of service and engine from time called to leave until released, minimum three hours, and shall stand first out. They will not be released between terminals, except as required by law.

ART. 17. (a) Freight crews performing service that is not directly or indirectly in connection with their own trains before or after a day's work at yards where there is a yard engine on duty will receive not less than the minimum day for the class of service performed.

ART. 24. On all work trains and on regularly assigned local freights firemen that are ready for service and not used will be paid for the full calendar working-days. Work-train crews may be relieved between terminals with not less than a minimum day's pay.

ART. 25. Firemen in local freight service who lay over away from home, if held on Sunday subject to call and not used, will be allowed a day's pay.

ART. 29. (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 as to handling of transfer crews are not affected by this article.

ART. 31. (a) Yard crews shall have a designated point for going on duty and a designated point for going off duty.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engine crews will report at the hump, others report at yard office, others at engine houses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

ART. 32. (a) Yard crews will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work without deduction in pay.

(b) 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.

ART. 33. (b) Where regularly assigned to perform service within switching limits, yard men shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

ART. 35. A fireman will not be disciplined until after an investigation of whatever charges are made against him. The investigation will be made, if practicable, without loss of time to the fireman, who may be accompanied thereat by another employee in the service of the company and of his own selection. Any employee feeling himself aggrieved may be represented by a committee of his own selection and who must be employees of this company. It is understood an aggrieved employee is one whose case has been investigated and passed upon and not an employee whose case is under investigation in accordance with this schedule.

ART. 36. (a) Firemen oldest in the service on their respective divisions, if competent, shall have preference of runs or jobs.

(b) Temporary vacancies in passenger service will be filled by the oldest available fireman in freight service. If the run is to be vacant 10 days, or

after the run is vacant 10 days, the fireman entitled to it by reason of his age in freight service will be entitled to displace a fireman younger in the service. On divisions where firemen are assigned to extra passenger service they will be entitled to displace freight firemen as soon as convenient; it being understood that a temporary vacancy in passenger service will be assigned to the fireman who is entitled to it by reason of his age in road service, after having been vacant 30 days. After a run has been vacant 90 days it will be considered a permanent vacancy and so advertised; the fireman causing such vacancy, on returning to service, will have choice of runs according to his rank.

(c) Any freight run, pool or yard engine vacant 10 days or less will be filled in turn by firemen on the extra list as per article 37. If the run is to be vacant more than 10 days, or after the run is vacant 10 days, the fireman entitled to it by reason of his age in road service will be entitled to displace the fireman younger in the service; after the run is vacant 90 days it will be declared a permanent vacancy and so advertised.

ART. 37. Extra firemen will be called in regular order and shall remain on pool or run for one round trip. One day on yard engine will be considered as equivalent to one round trip, when he shall be placed at the bottom of the extra board and the extra fireman first out when the run or pool again leaves terminal shall be called and shall hold same one round trip, and so on. Where an extra fireman is deadheaded or worked to an outlying point for service, and such service does not run into terminal where an extra board is maintained, he shall remain in such service until relieved by regular fireman.

ART. 39. Firemen holding regular runs will remain with runs and not with engines; when run is annulled they will return on engine.

ART. 44. Upon request to their superintendent, firemen may have their pay checks sent to some convenient station on their division, where they may be claimed by them either day or night.

ART. 47. The right of any engineer, fireman, or hostler to have the regularly constituted committee of his organization represent him in the handling of his grievances, under the recognized interpretation placed upon the schedule involved by the officials of the company and the general committee making the same, is conceded, provided, when a member of either organization has a grievance, which the local committee of the organization is unable to adjust with the local officers of the company, the matter shall be handled by the two general chairmen, who shall work jointly in handling such grievance to its final conclusion.

ART. 48. (a) Firemen shall rank on the firemen's roster from the date of their first service as firemen when called for such service, except as provided in paragraph (k) and, when qualified shall be promoted to positions as engineers, in accordance with the following rules:

(b) Firemen shall be examined for promotion according to seniority from the firemen's roster, and those passing the required examination shall be given certificates of qualification, and when promoted shall hold their same relative standing in the service to which assigned.

(d) As soon as a fireman is promoted he will be notified in writing by the proper official of the company of the date of his promotion, and unless he files a written protest within 60 days against such date he can not thereafter have it changed. When the date of promotion of a fireman, or the date of a hired engineer or fireman, has been established in accordance with regulations, such date shall be posted and if not challenged in writing within 60 days after such posting, no protest against such date shall afterwards be heard.

(e) No fireman shall be deprived of his right to examination nor to promotion in accordance with his relative standing on the firemen's roster because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence: *Provided*, That upon his return he shall be immediately called and required to take examination and accept proper assignment.

(f) The posting of notice of seniority rank, as per paragraph (d), shall be done within 10 days following date of promotion, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

(g-1) Firemen having successfully passed qualifying examination shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman on any

seniority district while a junior engineer is working on the engineers' extra list or holding a regular assignment as engineer on such seniority district.

(g-2) Firemen having successfully passed qualifying examinations shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman out of any terminal on a seniority district while a junior engineer is working on the engineers' extra list or holding an assignment as engineer out of such terminal; it being understood that an engineer cut off the engineers' extra list at any terminal on a seniority district may displace any engineer his junior on that seniority district; it being further understood that engineers will be required to fill all positions of engineers on any seniority district before firemen are promoted or engineers hired on that seniority district.

ART. 49. SEC. 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:

(b) When reductions are made, they shall be in reverse order of seniority, except as provided in paragraph (g-2), Article 48, when in effect. No reductions will be made so long as those in extra-passenger service are averaging the equivalent of 4,000 miles per month; in pooled, chain gang, or any other unassigned service paying freight rates are averaging the equivalent of 3,200 miles per month; on the road extra list are averaging the equivalent of 2,400 miles per month; on the yard extra list are averaging the equivalent of 25 days per month.

(c) When hired engineers or firemen are laid off on account of reduction in service, they will retain all 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.

SEC. 3. In the regulation of assigned passenger service a sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles per month; in assigned service paying freight rates a sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 3,200 and 3,800 miles per month. To keep within the mileage limitations set forth in this section, additional crews may be added or swing men used to relieve the regular men on specified days. If regulation can not be made as provided herein, men will be required to lay off so that the equivalent of 4,800 miles in passenger or 3,800 miles in the other assigned service will not be exceeded.

SEC. 4. In assigned yard service regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 35 days per month.

ART. 53. (a) Engines will be supplied with spring cushion seat boxes and back rests set in sloping position, also arm rests, and they will be kept in good repair. Drop seats will be placed in front of seat boxes on freight and passenger engines.

(b) Standard water coolers shall be furnished on all engines. From April 1 to November 1 the company will furnish ice boxes, and ice boxes will be conveniently placed at terminals and a supply of ice sufficient for the day or trip for each engine.

(c) Side and back curtains will be furnished all engines from October 15 to April 15. Side curtains will be of sufficient length to reach below deck of engine and hanger rods will be arranged so that curtains will slide to rear of cab. Also all openings in foot boards and cabs will be closed from October 15 to April 15. Back curtains to be furnished the year around. Also all engines will be equipped with storm windows.

(g) Coal will be wet sufficiently to prevent dust where practicable at coaling station, except in freezing weather, and squirt hose 6 feet long will be supplied on all engines.

(j) U. S. H.-6 class locomotives will be equipped with a heating device sufficient to keep the cab warm in winter and all steam pipes inside of cab to be covered with proper lagging to prevent the cab from becoming overheated in summer.

ART. 56. (a) Hostlers will be given time for lunch. Such lunch time to be fixed at each terminal by agreement and shall be posted at such terminal.

(b) Regular hostlers shall have a fixed time for beginning work each day; such time may vary for each terminal but must be fixed for and posted at each terminal. Should conditions of work to be performed necessitate a change in such hours ample notice to the effect will be given.

(c) Hostlers will have seniority rights from the date of their last entering the service as hostlers. Such seniority to apply to the one terminal where employed and not to the entire division. If a hostler transfers to another terminal, he will take rank from date of transfer.

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, lamp men, highway-crossing watchmen, bridge operators, and shop laborers. Extracts from an agreement between the Louisville & Nashville Railroad Co. and the members of the union, November 1, 1927, are here given, omitting the scales of wages and for the most part the rules about seniority, promotion, and discipline, which are practically the same as those in the preceding railroad agreements:

RULE 4. The seniority districts of laborers shall be their respective gangs.

The seniority districts of employees of higher rank than laborers shall be one roadmaster's division, so far as the men under the roadmaster are concerned; the territory of one supervisor of bridges and buildings and of one supervisor of water stations, so far as the men under them are concerned; and the territory of the chief engineer of construction, so far as the men under him are concerned.

The seniority districts of timber-treating employees are the respective plants at which employed.

One superintendent's division shall constitute a seniority district for crossing watchmen.

RULE 5. The grade or rank sequence of employees in the track and bridge and building subdepartments shall be * * * the lowest number designating the highest rank and the highest number the lowest rank in the respective subdepartments.

RULE 6. (a) Seniority begins at the time the employee enters continuous service in the seniority district and subdepartment in which employed, except—

(1) The seniority of employees transferred from one seniority district to another shall be determined in accordance with Rules Nos. 11 and 12.

(2) The seniority of track and highway crossing watchmen shall be cumulative over their full unbroken service period, regardless of the department or branch of the railroad service in which formerly employed.

RULE 34. (a) Eight consecutive hours, exclusive of the meal period, shall constitute a day's work. For eight hours' pay eight hours' work shall be performed.

RULE 35. Regularly established hours shall not be reduced below eight to avoid making force reductions unless agreeable to the employees affected.

RULE 37. (a) 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 following day shall be considered a holiday)—shall be paid for at the rate of time and one-half, except that employees regularly assigned to work not less than eight hours on Sundays and holidays or employees who work in place of those so regularly assigned will be compensated on the same basis as on week days.

(b) Sunday and holiday work will be required only when essential to continuous operation or safety.

(c) On lines where track is walked seven days per week, track walkers will be considered as seven-day assigned men. However, on sections where the track can be properly inspected in less than eight hours, if the track walker prefers, or if he is agreeable to working less than eight hours on Sundays and holidays at time and one-half rate, that method may be adopted.

RULE 38. The ninth and tenth hours, when worked continuous with regular work periods, shall be paid for at pro rata hourly rate; beyond the tenth hour shall be paid for at the rate of time and one-half on the minute basis.

RULE 39. Employees notified or called to perform work not continuous with their regular work period will be paid for such work at time and one-half rate with a minimum of two hours at time and one-half rate.

RULE 48. (b) If the meal period is not afforded within the allowed or agreed time limit and is worked, the meal period shall be paid for at time and one-half time rate, and 20 minutes with pay, in which to eat, shall be afforded at the first opportunity. Unless acceptable to a majority of employees directly interested, the meal period shall not be less than 30 minutes nor more than 1 hour.

RULE 52. (a) Regular section laborers and other hourly paid employees, not in camp cars, who are required to report at usual starting time and place for the day's work, and when conditions prevent work being performed, will be allowed pro rata rate from the time held with a minimum allowance of one hour.

(b) Section men living within hailing distance of the foreman's house do not need to be notified in advance, when weather is bad, that they will not work; if they report without being called by the foreman they will not be paid.

(c) Section men living at a distance from the tool house who report in inclement weather, when their gangs do not work, will be allowed a minimum of one hour at pro rata rate and required to do such work in the tool house as can be done.

RULE 57. Employees required by the management to travel in camp cars will be allowed straight time for traveling during regular working hours at pro rata rate and for Sundays and holidays during hours established for work periods on other days. When traveling in camp cars between the hours of 10 p. m. and 6 a. m., they will be paid at one-half time rate, but if required to make long trips which require them to travel more than 36 hours, the half-time rate will not apply.

RULE 59. Employees will not be required to suspend work after starting any daily assigned work period for the purpose of absorbing overtime.

RULE 64. No discrimination shall be practiced by the railroad company as between members and nonmembers of organizations, or as between members of different organizations, nor shall members of organizations discriminate against nonmembers or use other methods than lawful persuasion to secure their membership.

RULE 65. The right of railroad employees to organize for lawful objects shall not be denied, interfered with, or obstructed. The right of such lawful organization to act toward lawful objects through representatives of its own choice is agreed to by the management.

RULE 67. The railroad company will see to it that an adequate supply of water suitable for domestic uses is made available to employees living in its buildings, camps, or outfit cars. Where it must be transported and stored in receptacles they shall be well adapted to the purpose. Where justification exists for the use of ice, the employees will be given consideration and favored so far as consistent with local conditions.

RULE 68. Employees will be allowed when, in the judgment of the management, conditions permit to make week-end trips to their homes. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for. Employees in boarding cars, with the consent of the division superintendent, may work overtime at pro rata rates in order to enable them to leave earlier Saturday afternoon for their homes when week-end trips are permitted, provided all the men in the gang consent to working overtime for such purpose.

RULE 70. 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 the service.

The following articles are taken from the agreement between the Union Pacific System Lines and the Maintenance of Way Foremen's

Association, effective March 1, 1927. Much of the agreement relates to seniority and is therefore not included. Article 25 provides for a system board of adjustment.

ARTICLE 2 (a) Applicant for employment will be required to answer, in writing, questions necessary to determine whether or not he is qualified to become a satisfactory employee.

(b) Applicant will undergo a physical examination at the expense of the company to determine his fitness for the work required and to protect the health and safety of employees.

(c) The application of employee will be approved or rejected within 60 days. When applicant is not notified to the contrary within 60 days, his application will be considered as having been approved, except where it subsequently develops that he gave false information in his application, in which event he will not be dismissed without an investigation if he so desires.

ART. 3. (b) Seniority of employees shall be restricted to the department in which employed.

(c) A seniority roster of employees will be prepared for each department, grouped by classes, divided between foremen and assistant foremen, showing seniority date and name.

(d) New seniority lists will be prepared as of January 1 each year, and copy will be furnished to the local, general, and system committees on request. Seniority lists will be open for correction for a period of 60 days from date of issuance.

ART. 6. Foremen or assistant foremen when displaced as such on account of reduction of force or for other reasons will be restored to the rank from which promoted without loss of seniority, where it does not conflict with existing agreements.

ART. 8. When additional foremen are needed, assistant foremen in the service will be given preference in filling the position, merit and ability under seniority rules to govern.

ART. 9. Employees in service will be considered for promotion to official positions. An employee promoted to an official position shall retain and accumulate seniority on the roster from which promoted. Should such an employee desire to subsequently exercise seniority rights, he will displace the junior regularly assigned man on the roster, if right is exercised within 30 days after being relieved from official position.

ART. 11. (a) Employees transferred from one location to another by direction of the management will be entitled to move their household effects without payment of freight charges.

(b) Employees transferring from one location to another in exercising their seniority rights will be entitled to move their household effects without payment of freight charges only once in each 12 months' period.

ART. 12. (a) When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time, with the privilege of renewal.

(b) An employee on leave of absence who engages in other employment or business will be considered out of service unless his leave of absence expressly providing therefor has been recommended by the general chairman and approved by the general manager.

ART. 13. Eight consecutive hours, exclusive of the meal period shall constitute a day's work.

ART. 14. (a) 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 time on the minute basis.

(b) 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 time will be allowed on the minute basis.

ART. 15. (a) Time worked on Sundays, 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 the holiday) will be paid for at the rate of time and one-half time with a minimum of two hours, except for employees filling regular assignments on these days, who will be compensated on same basis as on week days. Such assign-

ments will be confined to those necessary for the continuous operation of the railroad.

(b) Employees required 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, on a position regularly assigned for such Sundays and/or holidays, shall be paid at the pro rata rate for actual time worked with a minimum of three hours.

ART. 16. (a) When a meal period is allowed it will be between the ending of the fourth hour and beginning of the seventh hour after starting work, unless otherwise agreed upon.

ART. 18. (a) Employees sent out on the road for service shall be paid while working, according to rules for regular assignment, with guaranty of not less than eight hours each day. When waiting or traveling they shall receive straight time, except that no time will be allowed between 10 p. m. and 7 a. m. when sleeping accommodations are furnished and an opportunity for five hours or more of sleep is afforded.

After arriving at point where work is to be performed, and in the event that work is not completed and will be resumed the following day, and if sleeping accommodations are available, time outside of regular working period hours not actually worked will not be considered as waiting or paid for under this rule.

When meals and lodging are not provided by the company, actual expenses will be allowed.

(b) Employees taken off their assigned territory to work elsewhere will be furnished meals and lodging by the company, if not accompanied by their outfit cars. This rule not to apply to employees customarily carrying midday lunches, and not being held away from their assigned territory an unreasonable time beyond the evening meal hour. This rule will also not apply to employees temporarily transferred under article 7.

(c) Employees regularly assigned to road work will be allowed necessary actual expenses when away from headquarters or outfit cars.

ART. 20. No deduction will be made in pay of employees attending court or absent on other business for the company. They will be allowed necessary actual expenses while away from home point. Any fees or mileage accruing will be assigned to the company.

ART. 24. SEC. 1. Should an employee subject to this agreement feel that he has been unjustly dealt with, or that any of the provisions of this agreement have been violated, the matter may be taken to the next higher supervisory officer by the individual, or for him by the duly authorized committeeman or his representative.

SEC. 2. Employees disciplined or dismissed will, on request, be advised in writing of the cause for such action.

SEC. 3. When stenographic report of investigation is taken, a copy will be furnished on request.

SEC. 4. An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest officer designated by the management to handle such cases, providing notice of appeal is given the officer rendering the decision within 10 days thereafter.

SEC. 5. Should the final decision decree that charges against the employee are not sustained, they shall be stricken from the record, and in case the employee has been suspended or dismissed he shall be reinstated to his former position and compensated for all time lost, less the amount earned elsewhere, if any.

SEC. 6. Committeemen will be granted leave of absence and free transportation when transacting business for employees they represent.

SEC. 9. If, in the judgment of the general chairman, the complaint merits further consideration, he may handle same with the general manager. The general chairman may call upon the general secretary or the local chairman, or both, to assist him if he so desires. If the complaint is not satisfactorily adjusted, the general chairman may, if he so desires, request the assistance of the system general chairman in further conference with the general manager. Failing in either event to reach a satisfactory settlement, a joint submission shall be prepared at once showing:

(a) Question at issue; (b) joint statement of agreed-upon facts; (c) position of general chairman; (d) position of general manager.

ART. 25. In order to promote cooperation, a common understanding, as well as to inculcate a spirit of confidence, fairness, and harmonious relationship

between the management and the employees, and thus insure mutual benefits, the following method of procedure is adopted to the end that questions arising under this agreement will be expeditiously and justly dealt with and conscientiously disposed of in accordance with the facts.

SEC. 1. A system board of adjustment shall be maintained with headquarters at Salt Lake City, Utah, and shall consist of the following: For the management, five representatives—one for each unit to be selected by and to represent the general managers, and one for the system to be selected by the vice president in charge of operation. For the employees, five representatives—one for each unit to be selected by the general committee of that unit to represent the employees, and one for the system, to be selected by the system committee from the system officers.

Representatives shall be known as board members and shall serve until their successors are selected. Each party to this agreement shall keep the other advised of the names of its representatives.

SEC. 2. The officers of the board shall consist of a chairman and vice chairman, who shall be elected for terms of one year each. The election shall be held in January of each year, and the chairman and vice chairman will take office immediately upon election.

SEC. 3. The office of the chairman shall be filled alternately from the representatives of the management and the representatives of the employees. While the office of chairman is being filled by a representative of the management the office of vice chairman shall be filled by a representative of the employees. Likewise when the office of chairman is being filled by a representative of the employees the office of vice chairman shall be filled by a representative of the management.

SEC. 4. Pay for time and personal expenses of board members shall be assumed by the respective parties to the agreement whom they represent.

SEC. 5. The chairman and vice chairman will appoint a permanent secretary, and the expense thereof shall be borne equally by the two parties to this agreement. In addition to the duties prescribed in section 12, the secretary shall perform such other services as the chairman and vice chairman acting jointly may assign to him from time to time.

SEC. 6. The management will assume the office rent expense and furnish the necessary office equipment and supplies for the proper functioning of the board.

SEC. 7. The board will convene not earlier than the first Monday following the first Sunday, nor later than the first Monday following the third Sunday, subject to the call of the chairman, of each alternate month beginning with January of each year, except when holiday falls on such Monday, the following day will be substituted.

SEC. 8. The board shall make regulations necessary for the efficient execution of the functions vested in it by this agreement, and transmit copy to the vice president in charge of operation, the general managers, system general chairman, and unit general chairmen.

SEC. 9. In case no submissions are on file with the board within 15 days of the convening date, the secretary will so advise all concerned and meeting will be postponed to the following alternate month.

SEC. 10. If at any time during the interim between dates the board meets, disputes are referred to the board which the parties filing same consider of enough importance to justify the convening of the board as soon as practicable, and if in the judgment of the chairman of the board the reasons given are sufficient, the chairman will convene the board, set the date for hearing, and direct the secretary to give the necessary notices.

SEC. 11. Appeals to the board shall be submitted in the form of a joint submission showing:

(a) Question at issue; (b) joint statement of facts; (c) position of the employees; (d) position of the management.

SEC. 12. All cases referred to the board shall be addressed to the secretary. Twelve copies of each case, including all papers and exhibits in connection therewith, will be forwarded to the secretary, who will immediately transmit one copy thereof to each board member. In not more than 10 nor less than 5 days prior to each date board convenes the secretary will consult with either the chairman or vice chairman as to all cases then in the hands of the secretary, and the secretary, acting under instructions from the board officer consulted, will set a date for hearing on each case and will notify the general manager and general chairman interested. The management may be repre-

mented at the hearing by such officers or employees as it may designate, and the employees by such employees as they may designate.

SEC. 13. The board by vote, on request of individual members, may summon any witness or as many witnesses as it may deem necessary, and shall be provided with such documentary evidence as it may desire.

SEC. 14. The unit will bear the expense of witnesses and others it or management's representatives on the board may summon, and such employees will be paid for time lost and necessary actual expenses. The association will assume the time lost and expenses of witnesses and others summoned by it or by its representatives on the board. The unit will grant necessary leave of absence and, to the extent permitted by law, furnish transportation to employees' witnesses and others summoned in their behalf, provided reasonable advance notice is given.

SEC. 15. It will be the duty of the board to hear and decide all disputes properly coming within the jurisdiction of the board in accordance with the provisions of the following sections.

SEC. 16. It is not within the jurisdiction of the board to establish rates of pay or promulgate rules governing working conditions, but the board will interpret rules which have been agreed to by the general managers and the employees' representatives and will decide the proper application of rates which have also been agreed to.

SEC. 17. Questions involving discipline cases will be decided only as to the guilt or innocence of the party or parties involved.

SEC. 18. Employees' representatives and management's representatives shall have equal voting power. The employees' representative and the management's representative from the unit making submission to the board shall not participate in executive session at which the case is decided. Not less than five-eighths vote of the board's membership, after excluding the unit representatives interested in the case, will be necessary to constitute a decision. Decisions rendered by the board shall be final and binding upon both parties thereto.

SEC. 19. In event a decision is not reached when a case is first heard and considered, the case will be held over and again considered at the following meeting of the board, and if a decision is not reached the board shall indicate by not less than six-tenths vote of the board's membership the further procedure.

SEC. 20. Interpretations agreed upon by the general managers and the system general committee resulting from questions raised in respect to the rules of the agreement or the proper application of rates of pay will be placed in effect and a copy furnished the board for its information and record.

SEC. 21. Interpretations of the rules of the agreement or proper application of rates of pay made by the board will be forwarded to the vice president in charge of operation, the general managers, system general chairman, and unit general chairman, and will be effective as of the date the decision was rendered by the board.

SEC. 22. Gratuities extended by the company to employees are solely managerial, therefore are not subject to legislative action by employees or their designated representatives and do not come within the jurisdiction of the board.

SEC. 23. It is understood and agreed that board members shall each be free to discharge their duties in an independent manner without fear that their individual relationship with the company may be affected in the least degree by any action taken by them in good faith in their respective capacities. The board members shall always keep in mind the fact that while serving in such capacity they are judges, not advocates.

SEC. 24. The board will keep record of all business handled during each calendar year ending December 31, and will make detailed reports thereof * * * in such form as the board may determine, to the president, vice president in charge of operation, and general managers, and to the system general chairman, and unit general chairmen, not later than January 31 of the following year.

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 formerly 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 Railroad Employees' Department, American Federation of Labor, was formed to include all crafts having members employed 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 one agreement covering all its shop employees instead of making one with each craft as before.

Since the war the railroads have used no less than five different methods of 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 very 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 of the New York, Chicago & St. Louis Railroad Co., with the Mechanical Department Association of the Nickel Plate Road, revised, effective June 20, 1927. Rules relative to transfer, promotion, seniority, and reduction in force are similar to those heretofore given under preceding heads and are therefore omitted.

ARTICLE II. SECTION 1. All mechanics, helpers, and apprentices who are actively engaged in the maintenance of equipment and machinery in the mechanical department and who are not acting in a supervisory capacity shall be entitled to membership in this association.

ART. IV. SEC. 1. Representation shall be through local crafts committees, local shop committees, and general committee for each general manager's district and a board of adjustment for each general manager's district.

ART. V. SEC. 1. In the month of September, 1922, and annually thereafter, those in each craft at each point mentioned in section 3 of this article shall nominate and elect, in the manner prescribed in Article IX, a committee of three men of their craft, who shall constitute the local committee of that craft, and each craft committee, within 10 days from the date of its election, shall elect one of its members to be chairman.

SEC. 2. The several craft chairmen so elected at each point shall constitute the shop committee for that point and shall at once elect one of their number to be chairman of the shop committee.

ART. VI. SEC. 1. The chairmen of the shop crafts committees of the New York, Chicago & St. Louis Railroad and similarly for the Lake Erie & Western Railroad shall meet every two years in October, and the chairmen of each craft shall elect one of their number to represent that craft upon the general committee which shall represent the association in matters pertaining to wages, rules, and working conditions on the respective railroads.

SEC. 2. The six members of the general committee, immediately following their election, shall elect one of their number to be general chairman and one to be secretary.

ART. VII. SEC. 1. Following the election of the general committee, the chairmen of the shop crafts committee shall elect three of their number to represent the association upon the board of adjustment, to be composed of three representatives of the employees, so elected, and three representatives appointed

by the management. Members of the board of adjustment must not be members of the general committee.

SEC. 2. The board of adjustment shall handle all matters referred to it in connection with disagreements concerning existing rules or rates of pay, and its decision shall be final and binding upon both the company and employees.

SEC. 3. At least five members of the board of adjustment must be present at a meeting to constitute a quorum for transacting business, and a three fifths vote of those present shall be necessary for a decision: *Provided further*, That the vote of at least one representative of employees and one representative of management shall be necessary for a decision. A representative of the employees shall have the same voting power as a representative of the management.

ART. VIII. SEC. 2. Members of each craft in this association shall be entitled to vote only for employees in their own craft to represent them.

SEC. 3. Employees who are entitled to participate in this association and who are American citizens, 21 years of age or over on the date of the election and who have 2 years' or more continuous service with the company, shall be eligible to office in the association.

ART. IX. SEC. 1. Nominations and elections shall be held annually in the month of September.

SEC. 4. Elections shall be by secret ballot and so conducted as to avoid undue influence or interference with voters in any manner whatsoever and to prevent any fraud in the counting of ballots. The local committee shall appoint two tellers from the ranks of the employees and two tellers may be appointed by the management.

SEC. 7. The candidate or candidates receiving the highest number of votes in each craft shall be declared elected. (In the event of a tie, a special election shall be ordered to break the tie, at which special election only the names of the candidates who are tied will appear on the ballot.)

ART. X. SEC. 1. Differences of opinion arising between the company and members of the association will be handled in the usual manner by local and general chairmen of the employees up to and including the superintendent of motive power (or some one officially designated by him), when, if an agreement is not reached, the matter may be referred with all supporting papers to the board of adjustment, which board will promptly hear and decide the case, giving to all interested due notice of the time set for hearing.

SEC. 2. In event that either party to a dispute declines to become a party to a joint submission as above provided, then either party may refer the dispute to the board under such regulations as the board may prescribe.

SEC. 3. The management may be represented at the hearing by such officers or employees as it may designate; also the employees may be represented by such employees as they may designate.

ART. XI. SEC. 1. The headquarters of the boards of adjustment shall be established at Cleveland, Ohio, for the New York, Chicago & St. Louis board and at Lima, Ohio, for the Lake Erie & Western board. Representatives shall be known as board members and shall serve until their successors are chosen.

SEC. 3. The officers of the board shall consist of a chairman and vice chairman, who shall be elected for terms of six months each.

SEC. 4. The office of the chairman shall be filled alternately from the representatives of the management and the representatives of the employees, while the office of chairman shall be filled by a representative of the management, the office of vice chairman shall be filled by a representative of the employees. Likewise when the office of chairman is being filled by a representative of the employees, the office of vice chairman shall be filled by a representative of the management.

SEC. 5. The board shall convene the first Monday following the first Sunday of each alternate month of the calendar year, beginning with December, 1922. If a holiday falls on such Monday, the following day will be substituted.

SEC. 6. In case no submissions are on file with the board within five days of the convening date, the secretary will so advise all concerned and meeting will be postponed to the following alternate month.

SEC. 7. If at any time during the interim between dates the board meets disputes are referred to the board which the parties filing same consider of enough importance to justify the convening of the board as soon as practicable, and if in the judgment of the chairman and vice chairman of the board the reasons given are sufficient, the chairman will convene the board setting the date for hearing and direct the secretary to give the necessary notices.

SEC. 8. It is not within the jurisdiction of the board to promulgate rules or establish rates of pay, but the board will interpret rules which have been agreed to by the management and the employees' representatives and will decide the proper application of rates which have also been agreed to.

SEC. 9. Questions involving discipline will be decided only as to the guilt or innocence of the party or parties involved.

SEC. 10. Interpretations agreed upon by the management and the general committee resulting from questions raised in respect to the rules of the agreement or the proper application of rates of pay will be placed in effect and a copy furnished the board for its information and record.

SEC. 11. Interpretations of the rules of the agreement or proper application of rates of pay made by the board will be forwarded to the superintendent of motive power and the general chairman and will be effective as of the day following the date the decision was rendered by the board.

SEC. 12. It is understood and agreed that board members shall each be free to discharge their duty in an independent manner without fear that their individual relations with the company may be affected in the least degree by any action taken by them in good faith in their respective capacities. The board members are always to keep in mind the fact that while serving in such capacity they are judges, not advocates.

SEC. 13. The board shall keep record of all business handled during each fiscal year ending December 31 and also make detailed report thereof to the superintendent of motive power and to the general chairman not later than January 31 of the following year.

SEC. 14. If a dispute has been considered by the board, but a majority vote, as provided for in Article VII, can not be obtained, then either party may certify such dispute to the United States Railroad Labor Board for final decision, accompanied by all supporting papers. Pending decisions by the board of adjustment or by the United States Railroad Labor Board, there shall be no cessation of work as the result of any disagreement.

Rules governing mechanical department

RULE 1. Hours of service: Eight hours work shall constitute a day. Payment may be made on the hourly, monthly, or piecework basis.

When working piecework on Sundays or holidays, or outside of bulletin hours, pieceworkers shall be paid half of their hourly rate, in addition to their piecework earnings, when called for by the overtime rules.

RULE 2. There may be 1, 2, or 3 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.

RULE 4. 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, viz, 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, except that employees necessary to the operation of power houses, millwright gangs, heat-treating plants, train yards, running repair and inspection forces, who are regularly assigned by bulletin to work on Sundays and holidays, will be compensated on the same basis as on week days. Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad.

RULE 5. * * * Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight-time rates.

Employees called or required to report for work and reporting will be allowed a minimum of 4 hours for 2 hours and 40 minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and can not be performed by the regular force in time to avoid delays to train movement.

RULE 7. Employees required to work during lunch period shall receive time and one-half for time so worked on the minute basis and shall be allowed the necessary time to eat lunch with pay.

This rule does not apply on the second of two shifts or where three shifts are employed.

RULE 9. When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

RULE 12. When an employee is required to fill the place of another employee receiving a higher rate of pay he shall receive the higher rate for the time so engaged. If an employee is required to fill temporarily the place of another employee receiving the lower rate his rate shall not be changed.

RULE 15. Mechanics in service will be considered for promotion to positions as foremen.

When vacancies occur in positions of gang foremen men from the respective crafts will have preference in promotion.

RULE 16. Employees transferred from one point to another with a view of 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 17. 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 engaged 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 19. 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.

RULE 20. When attending court as witnesses for the railroad, employees will receive pay for all time lost at home station, with a minimum of eight hours' time each week day and eight hours at overtime rates as covered by these rules for Sundays and holidays, either at home station, away from home, or traveling. Overtime rates will be paid for traveling during overtime hours where employees are unable to secure sleeping-car accommodation. Actual expenses will be allowed when away from home station and necessary expenses will be allowed when at home. When necessary the company will furnish transportation and will be entitled to certificate for witness fees in all cases.

RULE 22. * * * In the restoration of forces senior laid-off men will be given preference of reemployment if available within seven days and if they are capable of handling the work; local committee will be furnished list of men to be restored to service.

RULE 23. Employees laid off on account of reduction in force who desire to seek employment elsewhere, upon application will be furnished with a pass to any point desired on this railroad, provided that they are traveling for the purpose of entering the service of some other common carrier.

RULE 24. 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 and ability to govern in all cases.

RULE 37. Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and washrooms will be kept in good repair and in a clean, dry, and sanitary condition. It is agreed that employees will cooperate to this end.

Signalmen

EMPLOYEES engaged in the construction or maintenance of interlocking systems, light systems, train control devices, and railroad signals of all kinds form the Brotherhood of Railroad Signalmen of America. Extracts from an agreement with the Atchison, Topoka & Santa Fe Railway Co., effective February 1, 1927, are here given. Rules relative to seniority, promotion, and discipline are omitted because they are similar to those already given in other railroad occupations.

ARTICLE I. SECTION 3. * * * The number of assistant signalmen and assistant signal maintainers on a seniority district shall be consistent with the

requirements of the service and the signal apparatus to be installed or maintained.

The men assigned to these positions should be promoted from helpers. Ability being sufficient seniority will govern. They will be continued in such positions for a period of four years.

At the expiration of four years' service as assistant signalman or assistant signal maintainer he will be offered promotion if a position to which he is entitled is open. He may, if no position is open, continue as assistant signalman or assistant signal maintainer until it is possible to promote him to a position to which he is entitled.

If a sufficient number of qualified helpers are not available for promotion to the position of assistant signalman or assistant signal maintainer, new men may be employed and classed as assistant signalmen or assistant signal maintainers of the grade corresponding to their experience.

ART. II. SEC. 1. Eight consecutive hours, exclusive of the meal period, shall constitute a day's work.

SEC. 2. The regular meal period shall not be less than 30 minutes nor more than 1 hour and consistent with the requirements of the service. Meal periods under this rule will not be paid for.

SEC. 6. Regularly established working hours will not be reduced below eight hours per day for the purpose of absorbing overtime. The hours will not be so reduced to avoid making force reductions unless agreeable to the majority of the employees affected.

SEC. 8. 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 by proclamation shall be considered 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 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 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.

SEC. 9. Overtime hours, continuous with regular working hours, shall be computed on the actual minute basis at the rate of time and one-half. Employees will not be required to work more than 10 hours without being permitted to have a second meal period. Time taken for meals will not terminate the continuous-service period.

SEC. 10. * * * Employees called after the expiration of 40 minutes from the end of the regular working hours for immediate service will be paid at the rate of time and one-half from the time called until they return to designated point at home station, with a minimum allowance of 2 hours' pay for 1 hour and 20 minutes' service or less.

SEC. 11. Employees assigned to or filling vacancies on a section or plant will be subject to call. Such employees will notify the designated officer where they may be called and will respond promptly when called. When such employees desire to leave their home station or section they will secure authority from the designated officer, who will grant permission if the requirements of the service will permit.

Order of release for Sundays and holidays may be determined by a written schedule or as otherwise agreed upon.

SEC. 12. Camp cars will be the home station, as referred to in these sections, for employees assigned to such cars.

SEC. 14. Hourly rated employees sent from home station to perform work and who do not return to home station the same day will be allowed time for traveling or waiting in accordance with section 16 of this article. All hours worked will be paid for, straight time for straight-time hours and at the overtime rate for overtime hours. Actual living 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 the employees are assigned are not available.

SEC. 15. Employees permanently transferred by direction of the management will be allowed payment for actual time lost in making transfer. They will be allowed free transportation for themselves, the dependent members of their family, and their household effects.

SEC. 16. Hourly rated employees who do not return to home station the same day, when not in camp cars, and traveling on trains by direction of the manage-

ment, will be allowed actual time for traveling or waiting during the regular working hours, and half time for such hours other than those regularly assigned when sleeping accommodations are not available.

Actual living expenses, but no time, will be allowed 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 available.

SEC. 17. Employees required by the company to travel on or off their assigned territory in camp cars will be allowed straight time traveling during regular working hours. For actual time traveling on Sundays and holidays during hours established for work periods on other days one-half time will be allowed.

SEC. 20. Employees will be allowed, when in the judgment of the management conditions permit, to make week-end trips to their homes. Regular working hours not worked on this account may be worked, at the option of employees outside of regular working hours on other days, at straight time for hours so worked, provided that the working of such time will result in no greater expense to the company than if such week-end trip had not been made. When such trips are permitted, free transportation will be furnished.

ART. V. SEC. 1. Employees promoted to the position of assistant signalman or assistant signal maintainer shall be paid the starting rate for the first six months, with an increase of 2 cents per hour every six months thereafter until they have completed four years' service. Credit in service and rate of pay shall be given for time served as helper, but no more than six months' credit will be given.

ART. VII. SEC. 1. Employees may be granted reasonable leave of absence when they can be spared without interference to the service, but not to exceed 90 days, except in case of sickness or by written permission from the proper authority.

Employees on leave of absence accepting other employment without written permission from the proper authority will be considered out of the service.

SEC. 3. The company will not discriminate against any committeeman who, from time to time, may be selected to represent other employees.

SEC. 7. Employees who have given long and faithful service to the company, who have become unable to satisfactorily handle heavy work, or the work of their trade, may be assigned to such work as may be available that they are able to perform.

Their rates of pay in such cases will depend upon the class of service to which assigned. It is the desire of the management to take care of its old and faithful employees.

SEC. 8. It will be the policy to maintain camp cars in good and sanitary condition and to furnish bathing facilities when practicable and desired by the employees and to provide sufficient means of ventilation and air space. All dining and sleeping cars will be screened when necessary. 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 to see that cars are kept clean. When necessary, in the judgment of the management, kitchen and dining cars will be furnished and equipped with stoves, utensils, and dishes in proper proportion to the number of men to be accommodated.

SEC. 10. Employees coming within the scope of this agreement will, when requested by the management, take examination on subjects relating to signal work. Employees will be furnished necessary literature without cost and given reasonable opportunity to post themselves on the subjects before examinations are held. Failure to take the examination upon request of proper authority will be considered cause for discipline without investigation.

Sleeping-Car Conductors

CONDUCTORS working on the cars of the Pullman Co. comprise the Order of Sleeping Car Conductors. An agreement was made between the conductors and the company September 1, 1927, which in addition to the statement of wages contained the following two clauses:

Third. The rules and working conditions governing conductors in the employ of the Pullman Co. established by said Decision 2052 of the United States Railroad Labor Board shall continue in effect during the period of this agreement.

Fourth. This agreement shall continue in force and effect for a period of one year from September 1, 1927, and thereafter subject to 30 days' written notice by or to the Pullman Co.

Sleeping-Car and Parlor-Car Porters and Maids

EXTRACTS from an agreement made between the Pullman Co. and its porters and maids under a plan of employees' representation, effective February 15, 1926, were printed in Bulletin No. 448 (pp. 166, 167).

Telegraphers

INCLUDED in the Order of Railroad Telegraphers are train dispatchers, telegraphers, 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 the New York, New Haven & Hartford Railroad Co., effective March 25, 1927. Articles relative to seniority, promotion, vacations, and discipline, which are similar to those already given, are not included:

ARTICLE 3. (a) Except as specified in articles 3 (b) and 8, eight consecutive hours, exclusive of the meal period, will constitute a day's work.

(b) 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 in excess of 8 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.

(c) Intermittent service is understood to mean service of a character where during the hours of assignment there is no work to be performed for periods of more than one hour's duration and service of the employees can not otherwise be utilized.

ART. 5. 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.

Where three consecutive shifts are worked covering the 24-hour period, no shift will have a starting time after 12 o'clock midnight and before 6 a. m.

ART. 6. 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. (See art. 27.)

ART. 8. (a) Where service requirements will permit, and with consideration to the desires of the individual employees in so far as practicable consistent with service requirements, employees will be allowed meal period of not less than 30 consecutive minutes or more than 60 consecutive minutes for meals between the beginning of the fifth and ending of the sixth hours from the time of starting work.

ART. 10. Employees will be excused from Sunday and holiday duties as much as the condition of business will permit.

When notified or called to work on Sundays and * * * 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 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.

ART. 11. (a) The seniority roster shall be revised and issued annually as of January 1. A copy shall be sent to each office on the division and to the local chairman.

ART. 22. When carrying of United States mail and parcel post by the employees herein specified becomes unduly burdensome or interferes with the proper operation of trains, they will be relieved from such work.

ART. 23. (a) Employees located in stations shall not be required to scrub floors, clean windows or woodwork, where it is practicable for the company to arrange for others to do this work. At such stations section men will be assigned to assist the agents in removing snow from station platforms and grounds wherever possible.

ART. 24-A. (a) Employees will be granted term passes.

ART. 24-B. Employees when transferred by order of the company or accepting a bulletined position shall be furnished free transportation of household goods when it can be lawfully done.

ART. 26. These articles of agreement and rates of pay shall be printed by the company in book form and copies shall be furnished all employees.

ART. 27. (a) Employees shall be paid on the hourly basis.

(b) When required to remain beyond the hours of the assignment for train or telegraph service, or when authorized by proper authority, additional compensation shall be granted.

(c) Time consumed in handling baggage and other work incidental to proper attendance on last train and closing of stations to be included in computing overtime.

Train Dispatchers

ASSISTANT and extra dispatchers of various classes are included in the American Train Dispatchers' Association. Provisions found in the agreement with the Chesapeake & Ohio Railway Co., February 16, 1927, follow, omitting the rules relating to wages, seniority, transfer, and leave of absence, which are similar to those previously given.

RULE 2. (a) Eight consecutive hours shall constitute a day's work.

(b) All time worked in excess of eight hours shall be paid for on the actual minute basis, at pro rata rate for the ninth hour and at the rate of time and one-half thereafter. Time consumed in making transfer shall not be counted as overtime.

(c) Each dispatcher will be assigned to established headquarters, in accordance with seniority provisions, and when required to leave such headquarters, shall be paid necessary actual expenses, in addition to regular daily rate, while away.

RULE 3. (a) Each regularly assigned dispatcher (and extra dispatchers who perform six days' dispatching service in one week) will be allowed and required to take one day off per week as a relief day, except when unavoidable emergency prevents furnishing relief. If required to work such relief day, extra compensation will be allowed at pro rata rate.

(b) The railway will designate an established rest day for each position in accordance with the foregoing section. Reasonable notice shall be given of change in assignment of rest day.

(c) Where relief requirements regularly necessitate four or more days of relief service per week, relief dispatchers shall be employed and paid the daily rate of each dispatcher relieved, and when not engaged in dispatching service will be assigned to other service and paid therefor a daily rate commensurate with the service rendered.

RULE 4. (a) Dispatchers will be paid on a daily basis.

(b) Rates of pay for new positions shall be the same as for existing positions of equal scope and responsibility.

RULE 8. All assistant chief, trick, relief, and extra dispatchers who have held regular assignments of 6 days per week for one year or more will be entitled to 12 working-days' vacation with pay, and annually thereafter on the same basis. Relief dispatchers will be paid their average rates of pay based on the rate of the positions their assignment includes when their vacation is taken. The loss of time during the year as a result of sickness or authorized leave of absence, if not for the purpose of engaging in business or outside employment, will not affect the vacation privileges of this rule.

RULE 9. (a) Dispatchers will not be disciplined without a fair investigation. Suspension pending an investigation, which shall be held within 10 days from the time charge is made or dispatcher is suspended, will not be considered a violation of this principle. At a reasonable time prior to the investigation the dispatcher will, on request, be apprised in writing of the precise charge or charges. He shall have reasonable opportunity to secure witnesses and the right to be represented by counsel of his choice. Except when mutually agreed to by the superintendent and division chairman, a decision will be rendered within 10 days after close of investigation. Right of appeal to the next higher officer, up to and including the highest officer designated by the railway to hear and render decisions, is conceded. If the final decision decrees that charges are not sustained, the record will be cleared of the charges. If suspended or dismissed, the dispatcher shall be reinstated and compensated for wage loss, if any, less amount of earnings during time held out of service.

(b) If requested, a correct record of the investigation will be taken and a copy will be furnished the dispatcher or his representative on request. The dispatcher, on request, will be given a letter stating cause of discipline.

RULE 11. Offices occupied by dispatchers will be maintained as private as possible.

RULE 12. Dispatchers notified or called to perform work not continuous with (before or after) 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 13. (a) Dispatchers required to attend court at the request of the railway or to appear as witnesses for the railway will receive the same pay per day as they would have received for the regular hours of their assignment. They will be furnished necessary transportation and allowed necessary traveling and living expenses while away from home. Any fees or mileage accruing will be assigned to the railway.

Trainmen and Conductors

CONDUCTORS, baggagemen, brakemen, and flagmen are included in the Brotherhood of Railroad Trainmen. The Order of Railway Conductors, however, is composed of conductors only. Both unions work together harmoniously and many railroads make a joint agreement with both. The following extracts are taken from the joint agreement of the trainmen with the Southern Railway Co., March 16, 1927. Sections relating to seniority and promotion are omitted.

Passenger service

ARTICLE 2. One hundred and fifty miles or less (straight-away 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) Conductors and 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.

Exception.—On runs paid on the short turn-around basis where pay begins at the initial terminal and on which the conductors and trainmen are on duty or held for duty less than 5 hours in the first 10-hour period, the company will

be required to pay for only 50 per cent of overtime accruing after the first 12 hours from beginning of the day.

(b) Conductors and 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.

Freight service

ARTICLE 4. Regularly assigned local crews working less than the calendar working-days of the month will be guaranteed not less than 100 miles per day for each calendar working-day—excepting for days where the line is broken through the act of Providence.

Calendar working-days shall be construed to include legal holidays.

ART. 5. (a) In all road service except passenger, 100 miles or less, 8 hours or less (straight-away or turn-around), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided.

(b) In through freight or mixed train service a straightaway run is a run from one terminal to another terminal; and not less than 100 miles will be allowed for each such run.

[Exceptions to (a) and (b) are provided in another article not here given.]

ART. 6. In all classes of service, other than passenger, conductors and trainmen's time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty at end of run.

ART. 7. (a) In all service, except passenger, 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.

(b) At the end of each pay period the actual minutes accruing on each day or trip are to be totaled and less than 30 minutes at any rate to be dropped; 30 to 60 minutes, inclusive, at any rate to be paid for as 1 hour.

ART. 8. (a) In through freight or mixed train service a turn-around run is a run from a terminal to an intermediate point and return to the starting terminal, and not less than 100 miles will be allowed for each such run, except as provided in section (b).

(b) Conductors and trainmen 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 for a day: *Provided*, (1) That the mileage of all the trips does not exceed 100 miles; (2) that conductors and trainmen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to first-in, first-out rule or practice.

ART. 10. 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 paid will apply for the entire trip.

ART. 11. When trains are detoured the men will be paid for additional mileage made, on basis of the rate of the service they are in, with overtime as per the general rule. (It is understood that the class of train, and not running orders or rights, shall determine the rate.)

ART. 12. (a) Conductors and trainmen deadheading under orders on freight trains will receive full freight rates; on passenger trains one-half of the regular freight rates, with the exception that conductors and trainmen deadheaded under orders on passenger trains, when their cabooses are ahead or following them, will be allowed full freight rates; but where conductors and trainmen are deadheaded on passenger trains, at their request and for their convenience, they will be entitled to only one-half the regular freight rates.

(c) Overtime is not to be paid on deadhead trips.

ART. 15. (a) If train crews are called upon to make up their trains or do other switching at their initial or final terminals where switch engines are

working, they will be paid overtime at pro rata rates. The first 30 minutes will be counted as 1 hour, 1 hour and 30 minutes, 2 hours, and so on. Less than 30 minutes will not be counted.

ART. 19. Train crews will be furnished ice from April 1 to November 1, where obtainable.

ART. 26. (c) (1) Extra conductors' board will be maintained at home terminals where it is mutually agreed the business will justify.

(2) Conductors on extra boards will be run first-in, first-out, and will fill all vacancies except such as are known to be for five days or more, or after such vacancy has existed for as much as five days. On vacancies known to be for five days or more, or which have existed for as much as five days, the oldest conductor desiring the vacancy will be allowed to take it and hold it until the regular man returns, or until displaced in accordance with seniority rules.

(d) (1) At terminals where conditions will not justify maintaining extra conductors' boards, the oldest available demoted conductor will be used for temporary vacancies.

(2) When a junior conductor is put on a temporary run, the older man on his return may, if he desires, take the run.

(3) When conductors are assigned to temporary vacancies, they will hold such runs until relieved by a senior or the regular man, but this will not debar men assigned to vacancies from claiming preferred vacancies.

(4) Senior qualified conductors will be given preference in filling temporary passenger vacancies, if they so desire.

(e) (1) When temporary vacancies occur in freight service same will be filled by extra men for a period of six days, first-in, first-out, except that this will not debar front brakeman from taking temporary flagging job on his regular crew, his seniority and qualifications permitting. Temporary vacancies after a period of six days will be filled by the senior qualified trainman making application for same, or if on line of road, on his arrival at home terminal.

Negro employees

ARTICLE 29. (b) No larger percentage of negro trainmen or yardmen will be employed on any division or in any yard than was employed January 1, 1910. If on any roads this percentage is now larger than on January 1, 1910, this agreement does not contemplate the discharge of any negroes to be replaced by whites; but as vacancies are filled or new men employed, whites are to be taken on until the percentage of January 1 is again reached.

Negroes are not to be employed as baggagemen, flagmen, or yard foremen; but in any cases in which they are now so employed they are not to be discharged to make places for whites, but when the positions they occupy become vacant whites shall be employed in their places.

Where no difference in the rates of pay between white and colored employees exists, the restriction as to the percentage of negroes to be employed does not apply.

Yardmasters

AGREEMENTS are made with individual railroads by the Railroad Yardmasters of America. The more important rules in the agreement with the Chesapeake & Ohio Railway, made November 1, 1927, are here given:

RULE 2. (a) Where three consecutive eight-hour shifts are worked, eight consecutive hours will constitute a day. Where one or two shifts are worked in a 24-hour period, 8 hours, exclusive of a 30-minute meal period, will constitute a day.

(b) When a yardmaster on duty is relieved [on] account of personal reasons, sickness, or other cause, he will be paid actual time from time reporting for duty to time relieved, the yardmaster relieving him will be paid not less than a minimum day.

(c) Where three shifts are worked, the starting time of the first shift will be not earlier than 6 a. m. nor later than 8 a. m.

(d) Where two shifts are worked, the first shift will start not earlier than 6 a. m. nor later than 10 a. m. The second shift will start not later than 12 midnight.

RULE 3. All time worked in excess of eight hours shall be paid for at pro rata rate. Time consumed in making transfers will not be counted as overtime.

RULE 4. Employees will not be disciplined or dismissed without being accorded a proper hearing. If the discipline is considered unjust, appeal may be made through the superintendent, general superintendent, to the general manager. If found innocent, he shall be compensated for the wage loss, if any, suffered by him, less amount of earnings during period held out of service. At the investigation, the employee will be allowed a representative of his own choice to hear the evidence, if desired.

RULE 5. (a) Seniority of yardmasters and assistant yardmasters will date from time regularly assigned to such position, and will be restricted to the terminal or yard at which employed. After a yardmaster or assistant yardmaster has held a position for 30 consecutive days, he will be automatically assigned as yardmaster or assistant yardmaster, whether appointed or not, and will respond to all reasonable calls for temporary work as yardmaster.

(b) If a yardmaster or assistant yardmaster stands for any position for a period of 15 days and does not take it, he forfeits all seniority rights.

(d) Yardmasters or assistant yardmasters promoted to official positions with the Chesapeake & Ohio or Railroad Yardmasters of America, may, if qualified, return to former position with cumulative seniority.

RULE 6. Employees under this agreement will be given equal consideration with other employees in promotion to official positions.

RULE 7. (a) Employees under this agreement will not be granted a leave of absence to exceed 90 days in any one 12-month period without written consent of the local division of the Railroad Yardmasters of America and the approval of the superintendent.

(b) Accepting employment while on leave of absence will forfeit all seniority rights, unless it is mutually agreed between the superintendent of the seniority territory and the division chairman, and the kind of employment to be engaged in is specifically set out in the leave of absence.

(d) Returning to service after written leave of absence under this rule, will, within 10 days, return to position to which regularly assigned at time leave of absence was granted or displace the youngest regularly assigned yardmaster or assistant yardmaster on his seniority territory.

RULE 8. When required to perform service other than regular duties, the rate of pay will be not less than regularly assigned pay for days so used. When an assistant yardmaster is required to substitute for a yardmaster, or when a 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.

RULE 10. 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 11. Regular yardmasters and regular assistant yardmasters who have been in the service one year or more and who are regularly assigned to seven days per week will be granted two rest days per month without loss of pay. In case the railway can not relieve the yardmasters on the two rest days, they will be paid two extra days in lieu of not allowing them off on the two rest days. The daily rate to be arrived at by multiplying the monthly rate by 12 and dividing by 365.

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, covering wages, hours, arbitration, runs, overtime, and seniority rules, and are made for one year.

The following extracts are from the agreement between Division No. 168 and the Scranton (Pa.) Railway Co., April 1, 1927:

First. This agreement shall remain in force from April 1, 1927, to April 1, 1928; during that time there shall be no strike, suspension, or lockout. If any differences arise between the parties hereto there shall first be an earnest effort on the part of both parties to make an amicable adjustment of such differences. If these efforts fail, then each party shall select one arbitrator within three days; the two so selected shall choose a third arbitrator, a disinterested party, within 10 days. The decision of this board shall be binding on both parties to this agreement: *Provided, however,* That said decision is in conformity with the subject matter presented for arbitration; the decision must be rendered by a majority of the board of arbitration within 15 days after the date of the selection of the umpire unless otherwise agreed to between the parties hereto.

In case the arbitrators are unable to agree on the third man, the matter in dispute is to be referred back to the general manager of the company and the president of the association or any international officer that he may designate.

Second. The Scranton Railway Co., its successors or assigns, through its proper officers, hereby agrees to treat with such of its employees who are members of the Amalgamated Association of Street and Electric Railway Employees of America, Division No. 168, of Scranton, Pa., through the proper officers of said division or with the international president of the amalgamated association or any of its international officers.

Fourth. No employee shall be discharged without two weeks' written notice or two weeks' extra pay. No employee shall quit the service of the company without giving the company two weeks' written notice, except in case of accident, sickness, or other unavoidable cause. If any employee shall quit the service of the company without giving the company two weeks' notice as aforesaid, the employee so quitting shall forfeit two weeks' pay for so doing. When an employee is given two weeks' notice of dismissal he shall work at his regular occupation, except when dismissed for dishonesty or drunk on duty.

Fifth. Employees of the company shall be entitled to free transportation over the lines of the company while in uniform and shall be furnished with 50 tickets per month for use on other occasions by themselves or their families. On application, 25 additional tickets will be issued. Should any employee who shall receive tickets under this provision of this agreement sell, assign, or deliver to any other not a member of his immediate family the tickets referred to in this section, he shall forfeit all rights to any tickets during the life of this agreement.

All transportation employees in uniform and other employees who have the regulation badges designating their department will be carried on the buses of the lines of the company.

Sixth. Any member of Division No. 168 elected or appointed to an office in local division or general association which requires his absence from his work shall, upon his retirement from such office, be reinstated to his former place in the company's service: *And be it further provided,* That when it becomes necessary for any officers or committee of Division No. 168 to perform any duties pertaining to Division No. 168 they shall be granted a leave of absence by notifying the superintendent or assistant superintendent, such committee not to exceed nine members.

Seventh. Any employee desiring a leave of absence shall be granted the same if possible, provided, however, the said leave of absence shall not exceed 30 days, unless mutually agreed by the superintendent of his department and the officers of Division No. 168: *Provided, however,* That no employee shall be allowed more than 90 days' leave of absence in any one year, except when especially agreed upon between both parties. And any employee failing to resume his duties after leave of absence expires shall forfeit all seniority. This shall not apply to cases of sickness or accident.

Eighth. Any person seeking employment, if accepted by the company and the association, shall become and remain a member of the association. All members of said association shall comply with the rules of the company and

with the laws of the association or be dismissed from the service in accordance with the company's rules or the association's constitution and general laws.

Ninth. The Brown system of discipline is to be maintained, and the Scranton Railway Co. hereby agrees that each man's record shall be open to his own inspection or the business agent and the executive committee of Division No. 168 at all times.

Tenth. The wages of all employees as covered in this agreement shall be paid in United States currency semimonthly, on the 12th and 26th day of each month. If either of the above dates fall on Sunday or a holiday, the wages shall be paid in advance of the dates specified herein.

Transportation department

First. The wages of all motormen and conductors on two-man cars and railroad crossing flagmen shall be as follows: First 3 months, 57 cents per hour; next 9 months, 62 cents per hour; after 1 year, 65 cents per hour.

The wages of bus operators shall be 5 cents per hour additional to the above rates.

The wages of one-man car operators shall be 8 cents per hour additional to the maximum rate.

Second. Time and one-half shall be paid all regular motormen, conductors, bus operators, and one-man car operators for all time worked over and above the scheduled runs. All time to be continuous. This overtime shall be construed as work done in excess of the regular schedule runs.

Third. Time and one-half will be allowed to all motormen, conductors, one-man car operators, and bus operators employed on sweeper cars, snow plows, and pusher cars, and time and one-half to all motormen, conductors, one-man car operators, and bus operators engaged in cleaning tracks for all time worked, at the rate of wages paid to motormen and conductors on two-man cars. Eight hours shall be considered a day's work for all motormen, conductors, one-man car operators, and bus operators on sweeper cars, snow plows, and pusher cars and cleaning tracks, or as near as possible in any 24 hours, and the work shall be distributed among the motormen and conductors whose runs have been taken off, and if not available, work to be assigned to extra men. The company agrees to use every effort to provide sufficient time for all meals at reasonable intervals for men employed in work of cleaning snow and ice, and the company will bear the expenses therefor, as is now the practice.

Fifth. Two motormen, or conductors, or one-man car operators, or bus operators shall be employed on all sweeper cars and sweeper-pusher cars. All snow sweepers and snow plows shall be reasonably heated and be made as comfortable as possible.

Sixth. If United States mail is carried on the cars of the company, motormen and conductors shall not be compelled or expected to handle the same.

Eighth. It is hereby agreed that immediately on the execution of this agreement the company will number consecutively the runs on each line which leaves the barn in the morning and continue to run long enough to make one day and one night run. Crews shall be assigned to runs in accordance with choice and seniority and shall retain the same runs, alternating one week days and one week nights. Should the number of night runs exceed the number of day runs on any one line, such excess of runs are to be filled by the oldest extra men (except when bid for by a regular man), who will hold these runs continuously until a vacancy occurs on the regular assigned runs. When the above excess of runs can be paired, day and night, regardless of lines, crews on such runs shall alternate weekly.

Extra cars on circus days, Decoration Day, Labor Day, Independence Day, and parade days, or at any other emergency time when mutually agreed upon, shall be operated with regular men, in which case the relief will be made in time to allow the men relieved one-half hour for meals. Relief will be made by the regular relief men. Extra work will be done by men on their turn as near as possible, and such runs will be continuous. The union agrees to cooperate with the superintendent in this matter. (Motormen, conductors, bus operators, and one-man car operators shall be supplied with meals when working 16 hours or over.)

No regular man will be required to do other extra work, and no motormen or conductors shall be compelled to work longer on any special markout than about 16 hours in any one day. A man working double shift may not be expected to report the following day, except said double shift was due to a

special markout: *And provided further*, No regular motorman, conductor, bus operator, or one-man car operator will be allowed to work more than his regular run while there are qualified men waiting on the extra list for work who have reported on time.

Ninth. All regular runs operated by two-man cars, one-man cars, buses, or trucks shall average as near as possible 9 hours and no regular run shall be shorter than 8 hours per day nor longer than 11 hours per day: *Provided, however*, That both parties agree to limit all regular runs to 8 hours, if possible, where no extra expense is involved: *And be it further provided*, That rush-hour tripper runs operated in the morning shall be paid at the regular rate of wages for the first 4 hours or any part thereof.

(2) After 8 hours' continuous time after schedule time leaving barn the rate of wages shall be paid at the rate of time and one-half per hour.

(3) No tripper run shall exceed 13 hours from time of leaving barn in the morning and must be completed not later than 7.15 p. m.

(4) * * * One-man car operators shall be allowed not less than 18 minutes for meals with full pay.

Eleventh. Promotion is to be made from the extra list to the regular runs according to seniority and to all drags after seven days, commencing the day of assignment of runs. Where there is more than one drag open the oldest man on the list shall have the preference. Men holding regular runs on the signing of this agreement, and who lose their runs on account of the reassignment, will be placed on the extra list.

Twelfth. After this agreement becomes effective the names and numbers of all runs will be posted and each man will bid for his choice of runs, but the oldest man in the service of the company who bids for the run will be assigned to it. All vacancies in regular runs will be assigned to the first extra man, except when more than one run is opened at the same time. In such cases the first extra man entitled to a run will bid for the run they desire and the preference will be given to the oldest man in the service of the company. At the end of each three months change of runs shall take place, commencing June 12, 1927, or within a few days from such date and all runs and drags on all lines will be declared vacant and new bids will be received for all runs in the same manner as described above. When the number of runs on any one line are increased these runs shall be filled by the men who are first on the extra list; and when decreased a new bidding will take place: *Provided, however*, That men working on lines affected shall have seniority in the reassignment of such runs, they will remain on these runs until the next adjustment of runs, when they can again bid for any run they desire: *And provided further*, That the schedule shall be so arranged as to permit a reasonable lay-over at the end of each line.

Thirteenth. * * * Promotion shall be made from the extra list to extra construction cars and water cars, cleaning and sanding hills, and all other special duties according to seniority: *Provided, however*, This shall not apply to special assignment, agreed upon by Division No. 168 and the officials of the Scranton Railway Co.

The object of this method of assigning men to runs is to permit the oldest men in the service of the company to have the choice of working on whatever runs they most desire. * * * A man who does not bid for a run inside of three days from the time notice is posted that bids will be received may be assigned to any run that bids have not been received for. The assignment of railroad crossing flagmen shall be equally divided between motormen and conductors according to seniority.

Fourteenth. All motormen and conductors on regular runs reporting at the barn, operating two-man cars, shall have time calculated from 10 minutes before car is scheduled at the office and time to be continuous until car is in the barn, or until relieved at the office, except when compelled to make relief at other points, when crews shall be paid both ways. Five minutes allowed to take car to barn.

All one-man car operators on regular runs reporting at the barn shall have time calculated from 15 minutes before car is scheduled at the office, and time to be continuous until car is in the barn or until relieved at the office, except when compelled to make relief at other points, when the crews shall receive pay both ways, and 20 minutes shall be paid for turning in accounts at night and bringing cars to the barn.

All motormen and conductors on two-man cars and all operators on one-man cars shall be paid 5 minutes for going north from Providence barn, and 5 minutes for relief on Dunmore suburban and Green Ridge suburban cars.

All bus operators on regular runs reporting at the barn shall have time calculated from 15 minutes before the bus is scheduled at the office, and time to be continuous until bus is in barn or until relieved at the office, except when compelled to make relief at other points, when crews shall receive pay both ways, and 15 minutes shall be paid for turning in accounts at night and bringing buses to the barn, except when relieved at the office. All bus operators shall be paid 5 minutes for going north from Providence barn.

Fifteenth. It is agreed that any motorman or conductor getting his clothes soiled by reason of car derailments, disabled cars, or other irregularities in connection with his work could have them cleaned by calling the matter to the attention of the superintendent.

Sixteenth. All cars equipped with air brakes shall be equipped with stools for use of motormen, to be used in zones designated by the superintendent.

Nineteenth. One-half hour is to be allowed carmen for making out accident reports, provided they are made out promptly.

Twentieth. All regular motormen and conductors shall have every eighth day off duty and their places shall be filled by floating crews, and all floating crews shall have every eighth day off duty, and all regular men shall alternate shifts the day after their eighth day off, and regular runs having fourteenth day off shall have every seventh day off, said runs to be filled by extra men.

Twenty-first. All extra men holding drags longer than one day shall be entitled to all rights and privileges of regular men.

Twenty-fourth. There shall not be any motormen or conductors laid off through lack of employment unless mutually agreed to by the company and Division No. 168. In the event it becomes necessary through lack of employment to lay off motormen or conductors the last man employed shall be laid off first, regardless whether they are motormen or conductors, and in the reemployment of men the men shall be reemployed according to seniority.

Twenty-fifth. That all cars shall be furnished with latch turners.

Twenty-sixth. Any run having less than six days per week shall not be put up for bid. This shall not apply to the Carbondale division.

Twenty-seventh. If a regular motorman, conductor, bus operator, or one-man car operator is held over to work overtime, he shall be paid at his regular overtime rate of wages until he commences to work, when he will be paid the regular overtime rate of wages paid for the work to which he is assigned.

Twenty-ninth. All working conditions not covered by this agreement in respect to motormen, conductors, one-man car operators, or bus operators shall be as at present.

Thirtieth. The vestibules of all cars shall be properly heated and heaters placed in other places than behind the controller, if found practicable or protected, and all buses and passenger cars shall be sufficiently heated inside and made as comfortable as possible.

Barnmen, shopmen, and power-house men

Second. Eight hours shall constitute a day's work for all barnmen, shopmen, and power-house men. The day's work shall commence at 7 a. m. and continue until 12 noon. Meal hour shall be from 12 noon until 12.30 p. m. and work from 12.30 p. m. until 3.30 p. m., except Sundays. The hours of work on Sundays shall be from 7.30 a. m. to 12 noon. Meal hour shall be from 12 to 12.30 p. m. Commence work at 12.30 p. m. and work until 4 p. m.

Third. The hours of barnmen, shopmen, and power-house men working in the night shift will be as follows: Work to commence at 10.30 p. m. and continue until 3 a. m. Meal hours shall be from 3 a. m. until 3.30 a. m. Commence work at 3.30 a. m. and continue until 7 a. m., except one crew which shall start at 3.30 p. m. and continue until 8.30 p. m. Meal hour shall be from 8.30 p. m. until 9 p. m. Commence work at 9 p. m. and continue until 12 midnight.

Fourth. Time and one-half shall be paid for all overtime; time and one-half shall be paid for all work done during meal hours, time to be continuous.

Fifth. Time and one-half shall be paid all barnmen, shopmen, and power-house men, for all work performed on Sundays, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

Sixth. All barnmen, shopmen, and power-house men shall be furnished with rubber boots and rubber coats when necessary.

Seventh. When it becomes necessary through lack of employment to dispense with the service of any man, the last man employed shall be the first dispensed with and in reemploying the men those whose services have been dispensed with shall be reemployed first according to seniority in the department, providing vacancy lasts less than one year.

Eighth. All truck and motor repairmen shall be promoted to controller men and car wiring men and winding department, drill press and babbitt room, sheet steel and life guards and air pipemen according to seniority. All truck and motor repairmen's helpers and inspectors, motor and journal oilers, and brake helpers shall be promoted to truck and motor repairmen according to seniority. All car cleaners shall be promoted to truck and motor repairmen helpers and inspectors according to seniority, and all janitors shall be promoted to car cleaners according to seniority. And all men transferred from one department to another according to seniority shall serve as an apprentice in the new department until qualified, and his ability is established according to the discretion and judgment of the superintendent of equipment.

And he is to work at the same rate of pay as he received in the old position while serving as an apprentice.

Eleventh. When a permanent or temporary vacancy occurs in any department it shall be posted on the bulletin board as soon as possible for a period of three days and any man failing to bid for said vacancy shall forfeit all rights until another vacancy occurs.

Track work

Second. All regular trackmen who are compelled to work in rainy weather or any other work where it is necessary to wear rubber boots or rain coats, same shall be furnished by the company, and all watchmen shall be furnished with rubber coats, hats, boots, and shanties.

Third. Men appointed to take care of latches in the morning in the winter months shall commence work at 5 a. m. and work a full shift. Time to be continuous.

Fourth. Nine hours shall constitute a day's work in all work in the track department. Time and one-half for all overtime, and double time for all work performed after midnight, and time and one-half for all work performed on the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Sundays with the exception of latch tenders who shall work as at present.

Fifth. The day's work shall commence at 7 a. m. and continue until 12 noon. Meal hour shall be from 12 noon until 12.30 p. m. and work from 12.30 p. m. until 4.30 p. m.

Sixth. Promotion will be made in the track department according to seniority and ability, solely at the discretion of the engineer of maintenance of way.

The following extracts taken from the agreement between divisions Nos. 905, 906, 907, 908, and 909 and the Illinois Traction (Inc.), and the St. Louis Electric Terminal Railway Co., December 1, 1927, include several matters not mentioned in the preceding agreement:

SECTION 1. Association recognizes the complete authority of company in the conduct of its business. Company agrees that all trainmen employed by company eligible to membership in association must become and remain members of association while they continue in the employ of company, and that company will not interfere with or prevent, either directly or indirectly, any such employee becoming or continuing a member of association. Company agrees to deal with association through its properly accredited officers and committees on all questions and grievances that may arise during the life of this agreement. Should any question or grievance arise between the parties hereto that can not be amicably adjusted between the officers of the company and the accredited officers and committee of the association, it shall be submitted to a temporary board of arbitration to be selected in the following manner: Within five days after arbitration has been decided upon the company shall select one arbitrator

and the association shall select one arbitrator. The two thus selected shall meet daily, Sunday excepted, to select the third arbitrator. The board thus selected shall likewise meet daily for the purpose of hearing the case, and a decision of the majority of the board, submitted in writing, shall be final and binding upon the parties hereto. The expense of said board shall be borne as follows: Each party to this agreement shall pay the arbitrator of its choice and the two parties shall jointly pay the third arbitrator.

Sec. 2. Association as a body agrees to promote company's best interests and to require its members to perform faithfully each and all the duties for them prescribed by company.

Sec. 3. Company shall have, and hereby reserves, the right to employ new men of its selection, and to discharge men for cause, which cause shall be specified.

Sec. 8. Regular sleeping-car trains shall be manned with a motorman, conductor, and brakeman; express motor cars in sleeping-car trains in connection with coach shall not be considered as requiring an additional conductor.

Sec. 9. All freight and switching trains shall be manned with a motorman, a conductor, and two brakemen.

Sec. 11. Passenger crews shall handle United States mail, company mail, baggage, milk, papers, and express.

Sec. 13. Trainmen on freight and express runs will be allowed not to exceed 20 minutes for meals at convenient places, upon getting dispatcher's permission.

Sec. 14. General assignments will be made on April 1 of each year and whenever time table is changed to require readjustment of runs. Terminal assignments will be made October 1 each year.

Sec. 15. Company agrees to avoid as much as possible assigning what are termed "split runs," and in event any such runs are assigned they shall not consume more than 12 hours from starting time to completion of run and shall pay layover time at regular prescribed layover rate.

Sec. 17. In the assignment of runs by company the oldest men in point of service shall be given preference in choosing runs on their respective divisions. If after fair trial a trainman is considered incompetent, run may be declared vacant and reassigned in regular manner.

Sec. 18. Any trainman relieved from duty in train service for the purpose of taking other than permanent employment with the company or with the association shall hold his rights as trainman in company's service during such continuance of such other employment provided he remains in good standing with the association.

Sec. 19. Motormen, conductors, and brakemen shall hold their seniority rights from time of passing examination for brakeman and shall be promoted to motorman or conductor, according to seniority, provided they pass the required examination; this shall be effective only after December 1, 1927.

Sec. 20. The extra board shall be run first in, first out; extra men will be given at least 6 hours' work before going to foot of list. Deadhead and layover time shall be charged against this 6 hours. The board will be made up at the different points at 5 p. m. each day and in assignment of work men first out will be assigned first run open for the following day, paying as much as 6 hours. Other runs will be assigned to men who stand in turn for same. This provision will not extend to runs which may become vacant after 5 p. m.

Sec. 22. All extra men shall keep within call by telephone and shall be available on one hour's notice. Trainmen called for freight service will be given call one hour before leaving time. If extra man first out can not be reached, he will lose his right and will fall to foot of list.

Sec. 30. Conductors in uniform will not be required to couple or uncouple equipment at stations where shopmen are regularly employed.

Sec. 31. Each trainman after completion of three years' continuous service with company will be furnished with an annual pass, good over his division, and after completion of five years' continuous service with company will be furnished with an annual pass over company's whole system; each trainman after completion of five years' continuous service with company will be furnished with an annual pass good over his division for his wife and dependent children, and after completion of 10 years' continuous service with company will be furnished with an annual pass over company's whole system for his wife and dependent children; any trainman in service less than three years requiring transportation between his home and the terminal where he is employed will be furnished with a term pass; such passes will be good for such term and subject to such conditions as company may from time to time de-

termine. Trip passes good over company's lines will be issued to dependent members of family of any trainman upon application therefor in the regular manner: *Provided*, That the number of passes requested on account of any one trainman shall be reasonable: *And provided further*, That the issuance of passes under this section shall not violate any provisions of law, State or National.

SEC. 36. Company agrees that no passenger runs shall be established requiring crews to lay over between two days' work at points other than home terminals.

SEC. 37. Assigned men reporting for regular runs shall, unless they have been suspended or discharged, receive such time as their respective runs call for: *Provided, however*, That if company is unable to operate trains from regularly assigned terminals for any reason entirely beyond the control of company, and trainmen can not be used, there will be no obligation on part of company to pay time of assigned trainmen not used for such cause.

SEC. 39. Trainmen deadheaded for the purpose of furnishing relief to crews holding runs where no extra crews are maintained will be paid deadhead time each day at regular rate of pay when run is held not to exceed three days; after third day only one deadhead in each direction will be allowed. No lay-over time will be allowed between deadhead move and time of beginning or completing run.

SEC. 40. Trainmen deadheaded on company's order for extra service at any point will receive regular rate of pay for such deadheading and one-half time for any layover period between the deadhead move and actual time of beginning or ending service. Deadhead move returning will be made on first available train, unless otherwise instructed.

SEC. 41. Trainmen required to handle their cars between car barn and terminal before and after finishing run shall be paid for actual time consumed in so doing. Trainmen not required to handle cars between car barn and terminal shall report 10 minutes prior to leaving time as per assignment and such time shall be computed as a part of their day's work.

SEC. 43. When assigned runs do not consume 9 working hours or cover 198 miles or more at schedule speed of 22.2 miles per hour, except as herein otherwise provided, company reserves the right to assign crews holding such runs further duties as required to complete full day's work: *Provided, however*, That such further duties shall be specified when runs are advertised and same shall consist of such work as boosting, hostling, or taking short runs. No freight or express work or work on minor specials will be included.

SEC. 44. All extra trainmen who are called and report for duty shall receive not less than two hours for such call.

SEC. 46. Assigned passenger runs shall be based upon a minimum day of 9 hours, but it is agreed that extra compensation shall be paid motormen and conductors on passenger train runs which have a scheduled speed in excess of 22.2 miles per hour and exceeding 198 miles in day's work. It is further agreed that trainmen working trailer or section of assigned mileage runs shall receive mileage as herein above specified. Rate of pay for extra mileage shall be $3\frac{1}{4}$ cents per mile. Mileage runs shall pay assigned miles and also overtime after time of the assigned run.

SEC. 47. Trainmen in passenger service shall, for such time as they are on platform duty in excess of 9 hours between rest periods when not compensated on a mileage basis, receive 15 cents per hour in addition to the regular scale of wages as provided for herein.

Trainmen in freight service shall, for such time as they are on actual duty in a train movement in excess of 10 hours, between rest periods, receive 15 cents per hour in addition to the scale of wages provided for herein.

In calculating overtime it is understood that a day's work of part passenger and part freight shall pay overtime after 10 hours.

SEC. 48. Company agrees that during the term of this contract the minimum day for men in assigned or pooled freight service will be 10 hours.

SEC. 50. Company will endeavor as far as possible to limit crews engaged in switching service to 10-hour work periods.

SEC. 51. Regular assigned trainmen required by company to learn divisions other than their own divisions for purpose of taking runs thereon shall receive the regular rate of pay per hour while learning such additional divisions, but shall not be paid when learning such other divisions with company's consent upon their own application. If the period between time of advertisement and assignment of runs is less than 10 days and it becomes necessary for a train-

man to lose time in order to learn a new division so that he can take an assigned run, he shall be reimbursed for the actual time lost.

SEC. 54. In computing compensation, periods of 5 minutes or less shall be disregarded and periods of over 5 minutes shall be treated as 10 minutes, it being intended to reduce such compensation to a 10-minute interval basis: *Provided*, That assigned runs will pay train schedule time. In computing total mileage, fractions of a mile less than one-half shall be disregarded; a fraction of a mile over one-half shall be considered as 1 mile.

SEC. 55. Company agrees to keep extra board on a basis whereas all extra men average 100 hours per pay. If any 33 $\frac{1}{3}$ per cent of any extra board can show less than 100 hours per pay without being off of his own accord, the men may call for the board to be cut. The procedure shall be that the secretary of the local covering the terminal shall write a letter to the division superintendent setting forth the necessary facts, copy of this letter to be sent to the office of the general superintendent in Springfield and two days after date of receipt at general superintendent's office of such letter the cut shall be made effective.

SEC. 57. The general provisions of this contract will apply to the drivers of interurban motor coaches. The company shall formulate the working conditions and operating rules as the development of this branch of the business requires. The rate of pay for these drivers shall be 60 cents per hour.

The agreement of the Chicago & Joliet Electric Railway Co., an interurban line, with Division No. 228, located at Joliet, January 1, 1927, to December 31, 1929, contains the following provisions:

Agreement made and entered into this 8th day of March, 1927, between the Chicago & Joliet Electric Railway Co. and the Chicago & Joliet Transportation Co., party of the first part, and the Amalgamated Association of Street and Electric Railway Employees of America, Division 228, party of the second part.

SECTION 2. Trainmen and coach operators. That nine consecutive hours shall constitute a day's work for all coach operators, car operators, motormen, conductors, and crossing flagmen.

All employees in car and coach service shall have every eighth day off. Days off to rotate and regular relief men provided for every seven runs, excepting the period from May 30 to Labor Day or the first Monday in September, inclusive; during which time the schedule will be so arranged that the days off shall not fall on Sundays, holidays, or special attraction days.

Flagmen and Cicero Avenue ticket agents shall have every tenth day off.

All employees covered by this contract that are paid on a monthly basis shall receive one week's vacation each year with full pay.

Operators instructing students on interurban division shall receive 15 cents per hour over and above the regular hourly rate. Operators instructing students on all other lines (cars and coaches) shall receive 10 cents per hour extra.

When a man is taken from his run or required to make out a report on account of an accident he will be paid for all time he is held during investigation and for making out reports, providing the evidence clearly shows that it was through no fault of his that the accident occurred. Any employee required to testify as witness for the company shall be paid from the time ordered to report until he is relieved, and all expenses allowed.

Operators of one-man cars and coaches shall receive pay for the following time in addition to regular scheduled hours allowed on run to cover reporting, housing cars, checking up, and turning in receipts: City lines car and coaches, 25 minutes (day runs); city lines car and coaches, 20 minutes (night runs); interurban runs, 30 minutes. Conductors, car and coach operators, and all other employees required to turn in receipts shall turn in money and tickets to a clerk of the company at the barn, garage, or office who shall give them a receipt for same.

A receiver shall be located at the car house or garage to receive receipts from employees whose runs terminate at car house or garage, or if employees are required to carry receipts from car house or garage to office they shall receive pay for 15 minutes additional time.

Men reporting late shall lose their position for that day.

The extra list shall be operated on what is known as the revolving plan. Any extra men that have worked nine hours in any day will be placed at the foot of the list on the following day in regular order.

Sec. 3. In assigning runs they shall be assigned according to seniority of service and no regular run shall pay less than nine hours.

In choosing regular runs there shall be no classification of runs, and seniority shall date from July 1, 1916 (as agreed to in former contract). Seniority on cars and coaches shall be of same date, whether motorman or conductor.

Where a motorman or conductor has changed positions previous to March 6, 1922, his seniority rights shall begin from date of said change.

Employees shall choose runs every three months regularly, effective as follows: January 1, April 1, July 1, and October 1.

Sec. 5. All cars and coaches shall be fully equipped and ready for operation for crews or operators at leaving time, and all windows, doors, and vestibules be in proper condition to keep out wind and storm, and all heating equipment be in proper condition. During cold weather heat shall be turned on and cars and coaches warmed when time for crews or operators to leave barn with them.

Satisfactory headlights shall be placed on all cars and coaches for public safety. Two stools shall be placed on all cars.

Sec. 6. Operators on one-man cars and coaches will not be required to leave their cars to flag railroad crossings.

That party of the first part shall provide a 15-minute relief on each one-man car and coach run to allow regular operators to eat their lunch, provided there is not a sufficient amount of time for lay over for that purpose.

Sec. 7. When regular men are required to make tripper runs in addition to their regular day's work they shall be paid a minimum of two hours. That all crews shall be paid for the time from which they have been instructed to report until relieved or until their car is housed.

That all motormen, conductors, car and coach operators held for extra work or emergency shall be paid their regular rates per hour for all time so held up to nine hours; after nine hours at overtime rates. No report shall pay less than two hours.

When any motorman, conductor, car or coach operator is required to do work of a lower rate per hour than his regular scheduled run he shall receive pay in accordance with his regular scheduled run.

Sec. 8. Twenty-four hours shall constitute a day, divided as follows:

The first nine hours of each day from reporting time of first day at regular rates. All other time while on duty time and one-half.

All living expenses of operator while on trip shall be paid by party of the first part.

Under no circumstances shall any coach driver be compelled to be on duty over 16 hours in any 24 hours.

Sec. 9. Barn, shop, and garage employees.

Present conditions as to days and hours off shall continue.

Nine hours shall constitute a day's work for all barn, shop, and garage employees.

Night watchmen shall receive two days off per month.

Car repairman at Summit car barns shall receive four days off per month.

All time over regular day's work shall pay time and one-half.

All time between 4.30 p. m. and 7 a. m. shall be considered night work.

All men sent out on emergency work that requires them to go to some other station or point on the line shall be paid for the time they leave the shop until they return.

Sec. 10. * * * Twelve consecutive hours, excepting on days when changes of shifts are made from day to night work shall constitute a day's work. The schedule of hours on change days shall be so arranged as to make the day's work as near 12 hours as possible.

All substitution men shall be entitled to one day off in every week.

Sec. 11. Any employee seeking leave of absence for a period of 30 days or more, and same granted by the company, the head of the department in which he is employed shall notify the secretary of the association.

Sec. 12. Free transportation shall be given to all members of the division or association over all the companies' lines. Such transportation to be in book form, and free transportation shall also be given to employees' wives and children on the interurban line.

Sec. 14. If any member of the association shall be elected or appointed to office in the Amalgamated Association of Street and Electric Railway Employees of America, either local or international, the duties of which shall require his

absence from the services of the company, he shall still retain his line of promotion as an employee, and upon his retirement from said elected or appointed office he shall be placed in his seniority position with the company.

Sec. 15. Effective January 1, 1928, in addition to the life insurance that the party of the first part is now providing for its employees, each member of the party of the second part after one year's continuous service in the employ of the party of the first part shall receive insurance covering sickness and nonoccupational accidents, which shall provide for payment of \$20 per week during the period of disability for a period not exceeding 26 weeks, payment to begin after first 7 days of disability.

Where occupational accidents occur the usual workmen's compensation benefits will be paid, and when such benefits do not amount to \$20 per week an additional amount will be paid to make the total amount \$20 per week.

The agreements frequently contain provisions relative to shopmen of various kinds as appears from the extracts already given. It occasionally happens, however, that a company makes a separate agreement with some one or more groups of its employees who are not members of the electric railway union. Extracts from the agreement of the Georgia Railway & Power Co., with the Electrical Workers' Local No. 84 of Atlanta were printed in Bulletin No. 448 (pp. 190-192). Sections from an agreement between the Boston Elevated Railway and Division 89 of the Railroad Telegraphers made April 30, 1927, follow, omitting those relating to seniority:

1. The railway agrees to meet and treat with the duly accredited officers of the organization upon all questions arising between them.

3. The railway will do nothing to prevent or discourage any employee from becoming or continuing to be a member of the organization and will in no way discriminate against a member thereof because of such membership. The organization will not discriminate against any person in the employ of the railway because of his refusal to join the organization or to continue a member thereof, but if any member of the organization is expelled or suspended from his membership therein for violation of any of the provisions of this agreement, the railway, being satisfied that such expulsion or suspension was for such reason and was justifiable, shall dismiss such employee from its service.

If any member of the organization neglects or refuses to pay to the organization any dues or assessments properly due from him during his membership thereof, and before notifying the secretary of Division 89 of the organization of his desire or intention to discontinue his membership thereof, and shall continue such refusal after a determination by the railway of the justice of the claim, the railway will discharge such employee from its service or suspend him until all such sums have been paid.

5. In the selection and assignment of work seniority shall prevail so far as practicable, the fitness of an employee for the position sought to be determined by the railway, provided that the senior applicant will be given a fair trial and impartial examination for the position, if any doubt exists as to his ability.

8. In the event of the abolishment or change of hours of a position, the men affected may choose any position to which their seniority entitles them.

10. Eight hours shall constitute a day's work and 48 hours shall constitute a week's work to be arranged at the discretion of the head of the department.

(c) Overtime shall be at the rate of time and one-half when directed by the train dispatcher. When, with the approval of the train dispatcher, one man relieves another by mutual agreement, overtime will not be paid.

(d) Towermen when required to break in or instruct men in the tower service will be paid 10 cents per hour in addition to their regular rate while doing so except that there will be no extra pay for such instructions as may be necessary to institute the change to the six-day week, as provided for in this agreement.

(e) Assistant towermen called upon to work in a higher paid class in tower service shall receive the pay of the higher class. Towermen temporarily called upon to work in a lower class shall receive their regular rate.

11. (a) When conditions permit, towermen upon request, will be granted leave of absence not to exceed 30 days with privilege of extension at the discretion of the superintendent.

(b) In case of sickness or disability, such absence may be of indefinite duration, the absentee being required to report his condition and whereabouts at least once in two weeks.

(c) The acceptance of another position while on leave of absence shall be considered as terminating service.

12. In case of any difference arising between the railway and the organization which can not be mutually adjusted, the same shall be submitted, at the request of either party, to a board of arbitration, to be selected in the following manner:

(a) One arbitrator shall be chosen by the railway, one by the organization; the two arbitrators so chosen shall meet daily to select a third, and the three arbitrators so chosen shall then endeavor to meet daily for the purpose of adjusting said difference and the decision of the majority of said board, submitted in writing to the railway and the organization, shall be binding upon both parties.

(b) In the event of the failure of either party to appoint its arbitrator within six days, exclusive of Sundays or holidays, after arbitration is requested, the party so failing shall forfeit its case. Each party shall bear the expense of its own arbitrator, and the expense of the third arbitrator shall be borne equally by the parties thereto.

(c) Pending the settlement of any difference by arbitration, no strike or lockout shall be declared.

Shipping

EMPLLOYEES on board ship are grouped into unions independent of one another.

Deck and Engineer Officers

MEMBERSHIP in the National Marine Engineers' Beneficial Association of America consists 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. The Ocean Association of Marine Engineers comprises licensed marine and Diesel engineers. The National Organization of Masters, Mates, and Pilots of America comprises persons regularly licensed by the United States local inspectors, the State pilot commissioner, or the State local inspector to act as masters, mates, or pilots of lake, bay, river, or ocean steamers, vessels, or motor boats, or as licensed operators of motor boats. The Neptune Association includes licensed deck officers on steam vessels.

All of these organizations make agreements with employees as far as possible. The following working rules relative to engineer officers in trans-Atlantic, trans-Pacific, Atlantic, Pacific, and Gulf coast services are found in Operations Department Order No. 101 of the United States Shipping Board Merchant Fleet Corporation, effective July 1, 1927. The wages vary according to the size of the craft.

RULE 1. Watch and watch to be maintained on sailing day or at any outside port or ports of call. No engineer shall be required or permitted to take charge of a watch upon leaving or immediately after leaving port, unless he shall have had at least 6 hours off duty within the 12 hours immediately preceding time of sailing.

RULE 2. The working-day in port where watches are broken shall be 8 hours out of each 24 to be distributed as the necessities of the watches and other duties require. For work performed in excess of 8 hours equivalent time off will be allowed.

RULE 3. On arrival of ship at the home port or other United States ports, engineers shall be given shore leave for seven nights commencing with the night of the day of arrival or as soon after as practicable, and the night watch shall be taken by a relief engineer of a rating not less than first assistant—hours to be from 5 p. m. to 8 a. m. wages \$8 per night.

For the remainder of the lay in home port or other United States ports the engineer standing the night watch shall have the next day off.

NOTE.—The port where night engineer is to be employed should be the home port of vessel when practicable. When vessel does not remain seven nights in home port other ports as well as home port may be considered for the employing of night engineer.

RULE 4. If the chief or assistant engineer is required to stay on board in any port on Sundays or on New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, he shall have one full day off with pay, or be paid one day's additional pay, but this shall not apply to a vessel sailing on or ready to proceed on her voyage.

RULE 5. Subject to the modifications of Rule 3, in any safe harbor one engineer shall be required to stay on board at night; engineers shall alternate or make mutual agreement subject to the approval of the chief engineer, for the standing of the night watch and shall receive no extra compensation for this duty.

RULE 6. It shall be the duty of all licensed engineers to make all possible repairs on board vessel for the promotion of economical operation.

RULE 7. A working-day in port in excess of eight hours shall not be performed or paid for unless the work is done by written order of the chief engineer, master, owner, or agent of the vessel. An entry shall be made in the engine room log book every time an assistant engineer is required to perform overtime service, covering kind of work, reason for same, and time started and finished. Authorized overtime to be paid at the pro rata rate.

RULE 8. No engineers shall be laid off Sundays or holidays, but at the option of the chief engineer the assistants shall be granted shore liberty with pay.

RULE 9. When in port and board is not furnished, \$2.50 per day shall be allowed for subsistence and \$1.50 per day shall be allowed for lodging when quarters are not provided aboard.

RULE 10. The port of signing articles shall be the port of final discharge, and if the vessel is lost or abandoned, or withdrawn from operations at any port other than at where the articles are signed, the owner, at his own expense, shall provide transportation back to the port of signing articles, unless otherwise specially agreed upon.

RULE 11. These wages and conditions do not apply to vessels not in active operation.

RULE 12. This agreement to run until June 30, 1928, but either party may give one month's notice on December 1, 1927, for a reconsideration of wages only for the six months commencing January 1, 1928.

The working rules of the deck officers are the same as those of the engineers, substituting "mate" and "master" for "engineer" and "chief engineer," and omitting rule 6.

The greater portion of the agreement of Local No. 14, Masters, Mates, and Pilots, of Baltimore, made April 1, 1927, reads as follows:

1. Members of the party of the second part shall have preference of all work pertaining to the positions of master, mate, and engineer, but any men not members of the organization now in the employ of any tugboat owner shall be retained in their present positions—i. e., if in their employ prior to April 1, 1927.

2. The basic working-day shall not exceed 10 continuous hours. All time worked in excess of 10 consecutive hours shall be paid for at the rate of time and half time as overtime work.

Sundays to be paid time and half time for boats working six days per week. If, however, the tugboat company has boat working five nights or five days a week, and then works Sunday to make the sixth day, then straight time prevails. When a boat is ordered out for Sunday the minimum wage to prevail at rate and half rate for five hours—that is, from 7 a. m. until 12 noon. Any time made thereafter to be based on actual hours made at rate and half.

3. The following nine holidays shall be allowed with pay: New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor

Day, Armistice Day, Thanksgiving Day, and Christmas Day. If it is required to work on any of the holidays above mentioned, employees shall receive additional day's pay.

4. It is understood and agreed that when the boats are engaged in towing explosives the men shall receive time and half time in addition to their regular pay, for services rendered either day or night, for the actual time engaged in such service.

5. 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 which will be representatives of the employees. A decision of the majority of this committee to be final and binding. In 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 a fifth man as chairman, which man must be satisfactory to both sides, and the decision of a majority of the committee so augmented shall be final and binding upon the parties signatory to this agreement.

7. It is understood that this agreement shall not in any way be affected or interfered with by disputes or grievances of any kind with any other type of vessels by reason of sympathy or other causes.

8. This agreement shall apply and be in effect as of Friday, April 1, 1927, and shall continue in force until December 31, 1928. Either party desiring a change must give 30 days' notice before expiration of this agreement.

Seamen

THE International Seamen's Union of America 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, and are generally comparatively short, relating mainly to wages and hours of labor.

The agreement between the Sailors' Union of the Great Lakes and Marine Firemen, Oilers, and Watertenders' Union of the Great Lakes with the railroad car ferries, operating on the Detroit and St. Clair Rivers, effective September 15, 1927, is here given complete, omitting the rules relative to wages:

RULE 3. Eight hours shall constitute a day's work.

RULE 4. Overtime shall be paid for at pro rata up to and including the ninth hour, and at time and one-half thereafter.

RULE 5. Regularly assigned employees will be allowed 15 days off each year without deduction in pay, this time off to be arranged by the superintendent in charge of car ferries.

RULE 6. Promotions will be governed by time in service, experience, and ability; the superintendent of car ferries or other supervising officer in charge to be the judge.

RULE 7. Employees may elect a committee to meet with the superintendent in charge of operations for the purpose of adjusting grievances.

RULE 8. Car-ferry employees shall be given free transportation in accordance with the rules governing the issuance of passes of their respective employers.

RULE 9. This agreement shall be effective as of September 15, 1927, and shall remain in force for a period of six months and shall be continued thereafter subject to 30 days' written notice from either party.

The greater part of the agreement made April 16, 1927, between the Sailors' Union of the Great Lakes and Marine Firemen, Oilers, Watertenders, and Coalpassers' Union of the Great Lakes, with companies operating sand boats out of Chicago, is here given, omitting the sections relating to wages.

1. The company will employ members of the unions as crews on its sand boats in all capacities connected with the navigation and operation of said boats, except in positions requiring the employment of licensed officers. The company will also employ members of the unions when practical in winter work.

2. Whenever competent members of the union are not available the company may employ others until competent union men can be obtained, but the unions agree that any competent man employed by the company in any department of its ships who is not a member of the unions shall be admitted to membership in the unions upon complying with the usual rules and regulations governing such admission, providing such person is competent to perform his duties aboard ship and is of good character.

3. A vessel shall be considered fully crewed when all positions are filled as required by the ships' papers. When additional men are required to handle the vessel's equipment, the company shall decide the number of additional men necessary for this work, and such additional men shall be paid at the regular scale for the class of work they are required to perform.

4. The three-watch system shall prevail in the deck and engine department as affecting all men covered by this agreement. [Exceptions stated.]

5. All work performed on any of the following holidays, other than a watch necessary for the safety of the vessel, shall be paid for as an extra day on the basis of the regular monthly scale: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

6. (d) The men shall receive overtime pay at the rate of 75 cents per hour for all work performed off watch, except in an emergency affecting the safety of the crew or vessel. The crew shall respond promptly whenever called by the master or other officer in charge.

(e) It is further understood and agreed that whenever the prevailing wage rates, as affecting a majority of the vessels on the Great Lakes, raise or lower either of the parties to this agreement may call for a meeting to revise the wage scale provided herein.

8. In event of any grievance arising under this agreement which can not be adjusted in the usual manner by conference, the parties hereto shall not resort to either a strike or lockout but shall refer the matter to arbitration. The board of arbitration shall consist of one person named by the company, one person named by the union and a third person selected by the two previously named. In event the arbitrators named respectively by the company and the union fail to agree upon a third arbitrator within 10 days such third person shall be Mr. E. J. Kelly, now president of the South Park board, or shall be named by him.

9. This agreement is made for a period of three years beginning April 16, 1927, and ending April 15, 1930.

The agreement between the Chicago, Benton Harbor & South Haven Transit Co. and the Marine Cook and Stewards' Union, June 1, 1927, is typical of cooks' and stewards' agreements. The more important articles of this agreement read as follows:

Under the following terms and considerations, the party of the second part agrees to furnish to the party of the first part competent and experienced members at all times, as needed on their vessels on the Great Lakes. Failing to do so, the party of the first part, or representative in charge, may employ other people for remaining voyage. If said people are satisfactory to second party, they shall have the right to become members of the Marine Cooks' and Stewards' Union of the Great Lakes, or be replaced by representatives of said union.

First. It is understood and agreed that all members employed under this agreement shall, while on duty, be under the direction and control of the party of the first part or their steward, who at all times must be a member in charge of their vessels on the Great Lakes.

Second. There shall be no discrimination by the parties of the first part against any member of the party of the second part, nor shall the party of the second part discriminate against any member of the party of the first part.

Fourth. It is distinctly understood that any member of the party of the second part appearing intoxicated on the vessels of the party of the first part shall be subject to immediate dismissal.

Fifth. The party of the first part shall post and strictly enforce an order prohibiting gambling for money or value of money on its vessels.

Sixth. The party of the first part agrees to employ members of the party of the second part in the stewards' department of all of its vessels fitting out and under operation.

Seventh. Whereas the Public Health Service has passed a ruling that all food handlers should be examined in order to protect the traveling public, the various crews, and themselves, it is recommended by the Marine Cooks' and Stewards' Union not to employ anyone handling food unless such person can show a certificate of health.

The agreement of the Alaska fishermen attached to the shipping articles during the season of 1927 is here given nearly in full, omitting many of the sections relating to wages:

SECTION 1. The parties of the second part hereby engage in the services of said ———, and agree and promise for the consideration hereinafter mentioned to give their whole time and energy to the business and interests of said ———, and to work day or night (Sundays and holidays not excepted), according to the lawful orders of the captain, superintendent, or whoever may be in charge; that they will during the time that they shall remain in the employ of said ——— work and labor in the capacity of seamen and fishermen and/or trapmen.

Also to work on boats, lighters, vessels, and in canneries, salteries, and/or in any other capacity, up and down, and at and about the cannery or salting station to which they may be assigned, according to the terms of this agreement and for the compensation herein provided.

SEC. 2. (a) Before and after the fishing season the following conditions shall apply: Forty-eight hours shall constitute a week's work (except weeks containing a holiday), time computed from Monday morning 6 o'clock until Saturday evening 6 o'clock in each week: *Provided, however*, That at no time shall men be compelled to work more than 11 hours within each 24 hours. If less than 48 hours have been worked by any man between Monday 6 a. m. and Saturday 6 p. m. he shall not have to make up this time. Any man working over 48 hours during a week or over 11 hours during 24 hours, or on Sundays or holidays (Decoration Day and Labor Day shall be considered holidays), shall receive extra compensation at the rate of 75 cents per hour for each excess hour so worked.

(b) In Alaska the 48-hour week's work shall not apply to men selected as ships' watchmen; these watchmen, however, shall during this time have one night off within each week unless \$4 is paid therefor.

(c) On Sundays or holidays men sent aboard or taken ashore shall receive extra compensation for time of transfer, except on being taken ashore at time of arrival or taken aboard at time of departure. Actual working time and time in transfer to and from vessel to be credited for men not working ashore.

(d) Extra compensation at the rate of 75 cents per hour shall be paid for handling cargo or material from or to other parties and for new construction, including handling of material and for painting.

Except in emergencies caused by sickness or accident, men signing this agreement shall not work in fireroom or engine room of steamers other than filling coal bunkers, or as cooks or waiters, or work in canneries as mechanics, or pile cans, unless extra compensation is paid therefor at the rate of 75 cents per hour.

(e) Men must have their working time entered daily in their time books.

(g) The beginning and the ending of the fishing season to be determined by the superintendent.

(h) When emergency requires, work necessary for safety of vessels or any other property shall be done at any and all times without extra compensation.

SEC. 3. (a) The time of service shall be from the date of sailing from until return to San Francisco on vessels to be designated by the ———. In case of shipwreck or necessitated abandonment of the ship through stress of weather or lawful discharge, all wages shall cease at the date of such casualty or discharge, except for such men as are paid by the run. If such disaster occurs after vessel has arrived in Alaskan waters, men shall receive full run money.

(c) For the homeward voyage, the ——— to have the right to transfer men from one vessel to another assigned to the same station.

SEC. 4. (c) The ——— reserves the right to limit each boat to not less than 1,200 salmon per day, such limit to commence at midnight following notification. Notification of limit to be given before 6 p. m. by hoisting a large red flag both at the cannery and at receiving lighters.

(e) Fishing boats and crews ordered transferred to fish at another station than the one originally attached to shall be selected by lot.

(*m*) All moneys earned to be payable in San Francisco after the return of the expedition, except the sum of \$10, which is to be paid on the homeward voyage to each man signing this agreement.

SEC. 5. (*c*) Men arriving from Alaska on —— vessels at a port of destination other than San Francisco shall receive at that destination in addition to their agreed pay, transportation to San Francisco, and \$2 per day for maintenance while waiting for transportation. Transportation shall not be required to be furnished to men who have shipped in the same United States custom district as the port of destination.

(*d*) Any man signing under this agreement and discharged, without his consent, before sailing, shall receive \$75 as full compensation, to be paid within 48 hours after such discharge.

SEC. 6. (*a*) In case of permanent stoppage of salmon canning at the cannery, by reason of inevitable accident or casualty during the fishing season, and before three-quarters of the pack has been made, according to the Chinese contract guarantee, such men as are not transferred to another cannery shall receive, in addition to percentages earned, full-run money and monthly wages then earned, \$90 per month from time of such stoppage or destruction of cannery until return to home port.

(*b*) If three-quarters of the pack has been made according to the Chinese contract guarantee, the men who are not transferred to another cannery shall continue to do such work as the superintendent may direct, for not over 21 days from the date that cannery operations cease without extra compensation; but if retained longer than 21 days they shall receive, in addition to percentages earned and full-run money, or monthly wages then earned, wages at the rate of \$90 per month from time of expiration of the 21 days until return to home port. Forty-eight hours to constitute a week's work. Extra time and Sunday work to be paid at the rate of 75 cents per hour.

SEC. 7. On the voyage to Alaska and while at the cannery a sufficient number of fishermen will be selected as net tenders to handle nets used for the season. Such net men selected may be put at any other work when not employed on nets.

On sailing vessels carrying cannery crews the master of the vessel shall assure himself that a sufficient number of bona fide sailors are assigned to his vessel for three watches.

SEC. 8. (*c*) On all Bristol Bay vessels of over 700 net tons during the actual time of discharging and loading there shall be at least eight men in the hold and six men in the lighter gang.

SEC. 9. After vessels leave Alaska for San Francisco all men shall clean ship and scrape and oil down masts and booms when ordered. Men shall not be required to clean quarters of orientals.

SEC. 10. Each boat used for gill-net fishing shall be equipped with tent, pump, bailer, 1 double and 3 single blocks, 1 net roller, 2 water breakers of not less than 4 gallons capacity each, 1 oil stove, 1 oil can, 1 piece of canvas to roll bedding in, and 2 life preservers. Boat and all equipment to be returned at the end of the season to cannery in good order. Articles missing to be paid for by boat's crew, unless lost by unavoidable accident.

SEC. 11. (*d*) If any man is incapacitated for gill-net fishing on account of illness or accident, he shall, upon recovering, be given the privilege of returning to his original boat.

(*e*) If any gill-net fisherman loses his partner through sickness or accident or by partner leaving the boat and is unable to find another partner, the superintendent may select a new partner for him. If such partner be unobtainable, the fisherman so left alone shall be placed at work until a fishing partner is secured. While not fishing such man shall receive credit for the average catch of boats fishing for his respective cannery or limit when boats are on the limit.

(*f*) A gill-net fisherman refusing to go fishing (or work otherwise) shall be considered as having quit the employment of the company and shall be paid in accordance with section 15, and the company thereby released from all further obligations to him.

(*h*) If any gill-net man is put to any other work than fishing during the fishing time, he shall, during such time as he does other work, receive the average (or the limit when boats are on the limit) of the men fishing for the cannery to which he is assigned.

(*i*) During the fishing season gill-net fishermen shall not be required to handle salt or salt salmon.

SEC. 12. Boat crew having swamped their boat through unavoidable accident shall assist in salvaging their own equipment: *Provided, however,* if detained from fishing more than 6 hours after having reported themselves at the cannery to the superintendent or whoever may be in charge, or 12 hours if having reported themselves elsewhere to an authorized person of same company, they shall be put to work until such time as boat is provided, and for which work they shall be paid average, or the limit, as the case may be. This rule shall also apply to boat crew requiring repairs on their boat.

SEC. 13. (a) If any gill-net fisherman is prevented from fishing through some injury sustained through no fault of his own, he shall, while so disabled, receive the average (or the limit when boats are on the limit) of the men fishing for the cannery to which he is assigned. Such injured man shall do other work if able to do so.

(b) Any other seaman and fisherman and/or trapman who, from injury sustained while at work for the ———, through no fault of his own, is prevented from working is to continue to receive his respective pay according to this agreement.

(c) Any seaman and fisherman and/or trapman laid up through sickness or natural ailment before half of red or pink salmon fishing season is over shall be paid in addition to full-run money or monthly wages and all his other earnings the sum of \$50 per month from date so laid up until able to work, according to the judgment of the company's physician, or, if found unable to work, until placed in a hospital in San Francisco, Astoria, or Seattle. This monthly payment shall not commence until five days after arrival of the vessel at its destination in Alaska.

(d) Any other seaman, fisherman, or trapman who has signed for monthly wages and percentages and who is laid up through sickness or natural ailments, and is unable to work according to the judgment of the company's physician, shall be paid his monthly wages and all other earnings up to the date so laid up, and shall thereafter be paid his respective monthly wages until placed in a hospital in San Francisco, Seattle, or Astoria.

(e) All parties of the second part while engaged under this contract shall receive medical and surgical attendance and medical and surgical necessities.

SEC. 14. (a) The crew of each fishing boat shall discharge its own fish.

SEC. 15. (b) Any man who is discharged or who quits shall be paid only half-run money and his other earnings. If no substitute is hired, the part of run money not paid to be distributed to needy fishermen or their dependents, or as the majority of the fishermen at the station may direct.

(c) Men discharged shall be given free transportation to home port, including maintenance.

SEC. 16. (a) All parties of the second part shall be given preliminary statement of Alaska account before vessel sails for home port.

(b) The fishermen's delegate shall be furnished with a copy of the fishermen's average earnings for the season.

SEC. 17. (a) Each party of the second part agrees to allow his baggage and effects to be searched at any time.

(b) It is agreed there shall be no gambling.

(c) It is further agreed that no liquor shall be taken or sent on board any vessel.

SEC. 19. It is hereby understood that making any payment does not release the company from liability, if such liability exists.

SEC. 20. A copy of this agreement shall be placed in a conspicuous place on board ship and in the bunkhouse.

SEC. 21. It is expressly agreed that neither the superintendent in charge nor any other agent of ——— has power or authority to change the provisions of this agreement.

SEC. 22. This contract is entered into subject to all present and future laws, rules, and regulations which may be prescribed by the Government of the United States, the Secretary of Commerce, or other governmental authority; and if, at any time, any of the aforesaid provisions of this contract shall be contrary to any such rules and regulations, then the said provisions are, so far as they conflict with such rules or regulations, to be considered abrogated and not binding upon either of the parties hereto.

Stenographers and Typewriters

STENOGRAPHERS, typewriters, and other office employees are not organized into national unions. However, a few locals of such are found in various parts of the country. The agreement of Stenographers, Typewriter Operators, Bookkeepers, and Assistants Union No. 16022 with their employers in La Fayette, Ind., was printed in Bulletin No. 448 (pp. 194, 195).

Teamsters

IN ADDITION to those persons mentioned in the title of the union, the International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America includes 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, and 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. 742 with the South Chicago Team Owners' Association, May 1, 1927, is very lengthy. Only extracts are here given:

ARTICLE I. Party of the first part agrees to employ members of Local No. 742 in good standing and carrying the regular working card of the International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers. The party of the second part agrees on its part to do all in its power to further the interests of all firms, corporations, and individuals, who are members of the South Chicago Team Owners' Association. It will direct its members in seeking employment, at all times, to show preference to the members of the party of the first part. It will provide men, whenever notified, so far as possible. In case party of the second part can not provide such men, party of the first part or any member thereof has the right to employ whom he pleases, with the understanding, however, that such new employee shall make application for membership to party of the second part within 48 hours after going to work. If there be charges against any driver the party of the first part agrees to discharge such driver within 24 hours, provided party of the second part can furnish a man satisfactory to party of the first part to take his place.

ART. II. * * * Concerns engaged in the teaming and trucking business to pay all drivers of weekly wagons or motor trucks (meaning wagons or motor trucks under contract by the week, and regularly employed) for all holidays. Teamsters' overtime shall be paid for at the rate of 1¼ cents a minute for all overtime worked.

Chauffeurs' overtime shall be paid for at the rate of 1½ cents a minute for all overtime worked.

The working hours for chauffeurs shall be from 7 a. m. to 5.30 p. m., with one hour off for the midday meal.

If the employer elects, he may start his chauffeurs to work at 6.30 a. m. instead of 7 a. m. Chauffeurs working under these conditions shall be paid \$2 per week above the rate for trucks.

Any driver not notified by 7 a. m. that there will not be work shall be entitled to half a day's pay, and if driver is not notified by 1 p. m. that there will not be work, he shall be entitled to pay.

The working hours for teamsters shall be from 6.30 a. m. to 6 p. m., with one hour off for the midday meal.

ART. III. * * * For employers doing business in both coal and building material overtime shall begin at 5.45 p. m., and be paid for at the rate per hour before mentioned.

For employers dealing in building material, but not in coal, overtime shall begin at 6 p. m., and from then until 6.30 p. m. the drivers shall be paid for one hour overtime at the rate per hour before mentioned.

For employers dealing in coal and not in building material overtime shall begin at 5.30 p. m., and be paid for at the rate per hour before mentioned for all fractional parts of the hour.

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 6.45 a. m. that there is not 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 not 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 p. m. shall be paid overtime at the regular rate for time made after 1 p. m.

ART. IV. That it shall be considered a violation of this agreement for a member of this local or any affiliated locals to use longer than an 8-foot chute in the delivery of any kind of coal or fuel; chute must hang at an angle which will permit coal or coke to flow freely of its own weight.

That it shall be a violation of this agreement for a member or members of this local or any affiliated locals engaged in the delivery of any kind of coal or fuel to back or drive over curbs or sidewalks where driveways are not provided, and where there are driveways they shall be inspected and have the approval of the officers of the union.

That it shall be a violation of this agreement for a member or members of this local or any affiliated locals to haul into vacant lots in the delivery of any kind of coal or fuel.

ART. VII. * * * [Furniture store] firms requiring uniforms agree to furnish same free of cost, said uniforms to bear union labels.

Employers requiring bond shall furnish same free of charge to drivers, chauffeurs, and helpers and no salary shall be held back as security.

Any employee must make himself generally useful at any work required of him by the employer during working hours, provided same does not conflict with the work of other organizations. All drivers, chauffeurs, and helpers must set up complete and clean off all goods delivered.

Any employee caught stealing time shall be fined for the first offense and expelled from the organization if found guilty the second time and his dismissal be asked by the employer.

ART. XI. Six days shall be a week's work.

ART. XIV. The party of the first part agrees to honor on pay day any order drawn on the employer for dues or initiation fees due Local No. 742 if properly signed by the employee, providing that no previous orders have been accepted by the employer.

ART. XVI. All complaints must be made to the employer. If satisfaction is not received, then said complaint must be made to the business agent of party of the second part, who shall bring driver before employer. If said complaint is not then satisfactorily adjusted, it shall be taken before a board of arbitration.

ART. XVII. It will not be considered a violation of this agreement on the part of any driver who refuses to deliver goods to parties involved in any lockout or legal strike of any union.

ART. XVIII. Drivers shall not be required to wash wagons or trucks or clean harnesses on Sunday. It is understood, however, that teamsters must care for their horses on Sunday mornings only, but where there is a barn man employed drivers shall not report on Sunday.

Where there is not a barn man employed a minimum pay of \$2 is to be paid for this service where there are less than five head stabled. For all barns stabling five or more heads pay at the rate of 50 cents a head is to be paid up to a figure which will equal a day's pay, which will be considered maximum. This does not include delivery or sales stables.

The following articles are taken from the two-year agreement of Chauffeurs' Local No. 282 with the Contractors' Protective Association, New York City, January 1, 1927:

SECTION 2. Nine hours to constitute a day's work, time to be taken when arriving at stable or garage at a. m. and on leaving same at p. m. Overtime to be paid at the rate of \$1 per hour.

SEC. 3. The days which are to be observed as holidays under this agreement shall be as follows: Every Sunday in the year, New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Election Day, Columbus Day, Thanksgiving Day, and Christmas Day, and any holiday called for by the State. Chauffeurs working three days a week to be paid for holiday occurring that week. Men ordered to report for work on Sundays or holidays to be paid at the rate of double time for time worked.

SEC. 5. Members of the International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers with paid-up cards to be employed.

SEC. 6. A committee of 6 members, 3 representing the association and 3 the union, shall be appointed by each organization with full power to act in every matter of dispute or complaint concerning the terms or violations of the terms of this agreement. A special meeting shall be called at any time on three days' notice in writing from either the association or the union to act on matters commanding immediate attention.

The majority decision of this committee on any matter shall be final and binding on both parties. In the event that a majority decision can not be obtained, the matter shall be referred for settlement to the Building Trades Association and the Building Trades Council.

SEC. 7. Prior to three months but not more than four months before the expiration date of this agreement, either party thereto must indicate in writing to the secretary of the association and of the union such changes in terms or rates and the period of time which they desire considered in a renewal agreement. Prior to two months, but not over three months before the expiration date, such terms, rates, and time shall be considered by the committee provided for in the next above clause and determined after the same manner.

It is mutually agreed that the final determination concerning such changes shall be the terms, rates, and time of renewal agreement, which both parties hereto bind themselves to execute, whether arrived at by a majority committee vote or by decision of the Building Trades Association and the Building Trades Council, and both parties hereto specially agree that disagreement in discussion pending such determination and dissatisfaction with the determination finally reached in the above manner shall not under any circumstances be considered or acted on as a cause for a strike or lockout.

Extracts from the two-year agreement between Bakery Drivers' Local No. 114 and its employers, Cincinnati, April 1, 1927, follow:

ARTICLE 1. It is agreed that the hours of labor for bread drivers shall be 56 hours per week, except in cases of emergency, and it is also agreed that during the life of this agreement the hours of delivery of bread shall not be before 5 a. m. and not after 5 p. m., and that all work of delivery shall cease on all routes after 5 p. m. and the delivery wagons shall be off the streets by 5 p. m. No driver to report for work before 3.30 a. m. It is understood that this clause applies to all drivers. Week to end on Saturday and driver to receive salary and all commission on following Monday.

Time and one-half to be paid for all overtime, except in cases of breakdown or delay beyond control of employer.

Under no consideration shall bakery drivers work on Sunday, Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day, or New Year's Day unless agreed upon between the employer and the union. On Labor Day deliveries may be made, but all wagons are to be off the street by 8 a. m. All men governed by this agreement to be paid for all holidays.

ART. 2. In case a cash deposit is required from driver, party of the first part agrees to pay 6 per cent interest annually on same, interest to be paid between the first Monday and 10th of January and July. No driver to pay for bond from bonding company.

ART. 3. No driver shall be required to wait for goods more than one hour. In case a route is taken off, the driver whose route is taken off shall take the last route that was open. Chauffeurs shall not be required to pay for license nor to do any auto work, except in cases of minor repairs and adjustments, and in cases of emergency, when defects occur while the car is in charge of its regular chauffeur.

ART. 5. It is agreed by the union that any driver or stableman wishing to quit his position must give his employer seven days' notice. It is agreed by the employer that if he wishes to discharge a stableman or driver he will give him seven days' notice, except in cases of inefficiency, dishonesty, or insubordination, in any of which cases the employer shall have the right to immediately discharge without notice. At the expiration of seven days the driver or stableman shall receive all money due him, and on request be issued a statement in reference to his character and services.

Wage scale

ARTICLE 1. The minimum wage scale for route drivers shall be \$20 per week and 6 per cent commission on all sales over \$150 per week and 8 per cent over \$250 per week: *Provided*, That where any driver is not receiving more than the above compensation he shall not suffer a reduction therein: *And provided further*, That when said first party shall cut the route of any route driver, or apportion any part of his route to any other driver, the route driver whose trade is so taken shall continue to receive his commission on such trade for a space of 13 weeks. It is further agreed that no driver shall be required to pay for cake pans or boxes. All drivers to be guaranteed a salary of \$34 per week. No driver shall pay for any stale or returned goods.

ART. 7. Salary and all commission to be paid on Monday of each week. The union agrees that there shall at no time be called a sympathetic strike, only when called by the International Brotherhood of Teamsters, Chauffeurs, Stablemen, and Helpers of America.

ART. 10. There shall be a steward at each bakery to see that members of the union live up to the rules of the union, in so far as his duties as steward do not conflict with his duties as employee. Said steward shall be selected by the business representative of the union, and the employer shall be at no expense in connection therewith.

All old drivers shall be given preference on all routes that are open when agreed upon between the employer and the union representatives. In case of 60 days of sickness, said driver shall be given a position on return to his work.

All independent drivers handling your goods must be members of Local No. 114.

House-to-house drivers shall receive a wage of \$30 per week and a commission of 10 per cent on all sales exceeding \$125 per week.

Fifty-six hours shall constitute a week's work for all men governed by this wage scale, except stablemen, who shall work 60 hours.

Sections from the one-year agreement made March 1, 1927, by the Ice Men's Local, No. 192, with the Retail Ice Dealers' Association of Seattle, are here given:

SECTION 2. The said companies agree to employ members in good standing with card of Local No. 192, provided that a satisfactory man can be furnished; otherwise other men may be employed, provided they are acceptable for membership with Local No. 192 of Seattle, Wash.

SEC. 3. If a regular driver desires to quit his employment, he shall give the employer six days' notice. If the employer desires to discharge a regular driver, he shall likewise give the employee six days' notice, but this shall not include cases of drunkenness or dishonesty. During such period it shall be the duty of the driver to teach a new driver the route. Failure on the part of either party to give notice shall subject party not giving notice to the payment or forfeiture of six days' wages in lieu thereof. Dishonesty shall include writing of fictitious slips and failure to write genuine slips of each delivery made; this also shall include the tearing up of cash tickets and coupon books.

SEC. 4. * * * Eight hours shall constitute a day's work: *Provided, however*, That compensation shall be paid bimonthly and all average time over eight hours per day shall constitute overtime and shall be paid bimonthly.

Sec. 5. Drivers shall start work by punching clock provided by the companies, the same to be done when through at night. No employee shall be allowed to leave the garage before 6 a. m. except in extreme cases, to be arranged between the companies and the business agent of the union. No driver shall be entitled to overtime during week when failing to punch clock both night and morning. In case of dispute time cards and pay vouchers shall be available to officers of the union.

Sec. 6. All drivers shall be allowed one-half hour for breakfast and also one-half hour for lunch, and shall not be considered working time. All employees reporting for work later than the agreed time shall be docked at the rate of time and one-half.

Sec. 7. Drivers shall in all cases attend to the oiling, gassing, greasing, and filling of radiators of the trucks driven by them. In all cases, when possible, this shall be done at night before putting truck away.

Sec. 8. All employees shall be required to do their regular work without additional pay on the first Sunday in September, the day preceding Labor Day, but will not be required to do any work on other Sundays except emergency work under terms of section 9.

All employees shall be allowed Labor Day and following other holidays (except where the latter falls on Saturday or Monday) off duty without deduction of pay: New Year's Day, Washington's Birthday, Memorial Day, Thanksgiving Day, and Christmas. All employees may be required to do emergency work on any of these holidays under the terms of section 9.

Sec. 9. All employees required to work on Sundays (except the first Sunday in September or on Labor Day or other holidays named in section eight), when the latter does not fall on a Saturday or Monday. They shall be paid at the rate of \$1 per hour for drivers and 80 cents per hour for all helpers. In no case shall an employee be paid for less than one-half day.

Sec. 10. Route foremen shall not be required to join the union.

Sec. 11. No member of the union shall work for any person, firm, or corporation in Seattle or vicinity for any lower rate of wages than herein set forth.

Sec. 12. This union is not in favor of sympathetic strikes and will do all it can to avoid them.

Sec. 15. All sales must be reported by the driver the day made and in exact deliveries made. All collections must be reported and turned in to the company the same day as made. Drivers must in all cases figure up their accounts in the office. Any driver found figuring up accounts outside the office shall forfeit one day's pay for the first offense, a week's pay for the second offense, and the third offense shall be sufficient cause for dismissal.

Following are items taken from the agreement of the Van Drivers, Furniture Handlers, and Piano Movers' Local No. 392, Cleveland, February 1, 1927:

ARTICLE I. The employer agrees to employ, when available, all such persons who are members of Local No. 392 as the employer may from time to time require and employ, but in case Local No. 392, upon request of the employer, at any time is unable or refuses to furnish sufficient acceptable members to meet the employer's requirements, then the employer shall have the right to employ such other suitable person or persons as it may deem necessary and agrees to notify the office of Local No. 392 of such employment and to retain from the wages of any such persons so employed the sum of \$1 per day for each day any such person shall be so employed until the amount retained aggregates the regular initiation fee of Local No. 392, which fee, however, shall not exceed a reasonable amount.

Members of Local No. 392 agree to work for employers actually engaged in moving or warehouse industry in Cuyahoga County having signed agreement with Local No. 392.

ART. II. * * * Nine hours shall be considered a day's work. Overtime shall be paid at the following rate: Time and one-quarter for the first three hours and time and one-half after three hours. Any member requested to work at night shall receive overtime rate of pay. No member shall receive less than one-half day's pay.

Foremen packers, in addition to their ordinary duties, shall instruct and oversee the apprentice packers.

During July, August, and September members working after 12 o'clock on Saturdays shall receive double time.

Two members or more of Local No. 392 to be employed on every moving van or truck of 1 ton capacity or more while engaged in moving uncrated household furniture.

ART. III. Members working on Sundays or the following legal holidays—Decoration Day, Fourth of July, Labor Day, Thanksgiving, Christmas, or New Year's—shall be paid at the rate of double time.

ART. VI. There will be no strike or lockout during reasonable negotiations.

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), and extracts from the three-year agreement made with the Canadian Marconi Co. by the Canadian Marconi Wireless System, Division No. 59, effective April 1, 1926, in Bulletin No. 448 (pp. 199, 200).

Telephone Operators

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 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 above-named crafts. Only in the smaller towns are the two classes combined into one union. In the larger cities there is generally one local of each class.

The national organization provides a short form of contract, which is very generally incorporated into the agreements made by the locals. Extracts from it 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 more than 6 or 7 hours a day. Theaters open for 10 or 12 hours a day generally employ two projectionists, and if open for a longer period in one day they employ three. Provision is frequently made for the employment of a relief operator. Wages are by the week, and generally six days constitute a working week; special rates are made for all overtime work, Sunday work, or midnight entertainments. Provision is always made for extra performances on special occasions. The stage employees include carpenters, electricians, mechanics, and property men.

The agreements are generally made for one year and date from about the 1st of September. A form of contract issued by the national organization for the use of individual stage employees contracting with traveling organizations is as follows, omitting the opening and closing paragraphs:

Witnesseth: The party of the first part agrees to engage the party of the second part as _____ with _____ Company at \$_____ per week, commencing on or about _____, 19____, payable weekly when due in accordance with the provisions of this contract.

To furnish sleeping-car accommodation, consisting of single lower berth, when night traveling is necessary.

To recognize seven days as constituting a week, except when calculating the salary for a fraction of a week, which shall be paid for at the rate of one-sixth of the weekly contract scale for each day on which member works or travels; and to recognize that, for the purposes of this contract, the week commences on Sunday and ends on Saturday in every case.

To recognize this contract as being in force when orders are given by the management or its representative for the collection of the scenery, properties, or electrical effects for shipment to railroad station or transportation to opening point.

To pay for services rendered in and about property prior to date set for opening under terms provided for herein.

To give in writing on the reverse side of this form two weeks' notice of the cancellation of this contract, or full salary in lieu thereof.

To give in writing on the reverse side of this form one week's notice of the closing date of the attraction, or full salary in lieu thereof.

To pay transportation from closing point to the place where member was engaged, in the event of this contract being terminated by the party of the first part.

To recognize season as closed when, after the last performance, the production is loaded on cars for transportation to storehouse; and to pay for any additional services rendered thereafter in and about property, after the loading of cars, under the terms provided herein.

To recognize this contract as being in force as long as the attraction is offered to the public, whether on the road or during the run in any city.

* To pay full salary for the week before Christmas or Holy Week in case any work other than loading or unloading of cars or traveling to next stand is performed during those weeks; and to pay half salary for the week before Christmas or Holy Week in case no work other than loading or unloading of cars or traveling to next stand is performed.

* To recognize the week before Christmas as being that week ending on the Saturday before Christmas Day.

* To recognize Holy Week as being that week ending on the Saturday preceding Easter Sunday.

To fill any vacancy that may occur under this contract at once with a member in good standing of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

* To recognize a continuous lay off of more than two weeks as constituting a termination of this contract by the party of the first part, or to pay half the contract salary for all time laid off in excess of two continuous weeks.

The party of the second part agrees to accept engagement under terms provided herein and give his exclusive service in the capacity stipulated in this contract at such theaters and places of amusement and at such times as may be required by the party of the first part; subject, however, to the provisions of this contract and the rules of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada. But he may serve elsewhere if expressly permitted in writing (but not otherwise) by the party of the first part.

To give two weeks' notice in writing of the cancellation of this contract.

To pay the railroad fare of his successor to take his place in the event that this contract is terminated by the party of the second part.

To abide by the rules and regulations covering rehearsals and performances as made by the party of the first part, in so far as they do not conflict with this contract or with the by-laws of the International Alliance of Theatrical Stage

Employees and Moving Picture Machine Operators of the United States and Canada.

It is further mutually agreed that should any dispute arise under this contract (as to matters other than claims for salaries due, or drunkenness, or dishonesty, or incompetence, the latter three of which, or any of them, shall be sufficient reason for the immediate cancellation of this contract) such dispute shall be adjusted by means of an arbitration board. The arbitrators shall be: One appointed by the International Theatrical Association (not its lawyer or legal adviser), who shall be a member of the association; one a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, and the third, should his appointment be necessary, some one mutually agreed upon by the other arbitrators.

In witness whereof, this contract is made in triplicate, and the parties have affixed their signatures this — day of —, 19—.

A similar form prepared for the use of traveling moving-picture operators varies from the above in a few minor matters and in the omission of the four paragraphs marked with asterisks, on the preceding page.

The following extracts are taken from a three-year agreement with the Moving Picture Projectionists, Local No. 150, and the theaters of Los Angeles, September 1, 1927. The paragraphs relating to wages are omitted.

Party of the first part hereby agrees to employ only those projectionists furnished by the party of the second part in any and all projection rooms in which the party of the first part is now, or may become, interested during the life of this agreement.

Party of the second part hereby agrees to supply party of the first part with projectionists during the life of this agreement and to make every effort to keep these positions filled with competent projectionists.

It is mutually agreed by the parties to this agreement that the following working conditions shall be in effect during the life of this agreement.

1. Projectionists shall not work more than six days per week. In theaters and projection rooms operating seven days per week a swing man shall be employed one day per week for each projectionist employed.

The swing man shall receive not less than pro rata of the scale for that theater or projection room.

2. Overtime for all classifications shall be paid for as follows: More than 10 minutes and less than 31 minutes shall constitute one-half hour; more than 30 minutes and less than 61 minutes shall constitute one full hour.

3. Projectionists will not work more than seven consecutive hours without a relief of at least one hour, except that in Class E, Class EE, and Class F theaters projectionists may work more than seven consecutive hours, but not to exceed two days per week.

4. Projectionists called for regular show rehearsals, or for any other purpose, except for reasons covered by sections 5, 6, 7, 15, 16, and 20 shall receive overtime pay from the time they are called to report for duty until the regular starting time of their shift.

5. Projectionists called for special performances before the regular starting time of the show shall receive not less than \$6 per performance, with a maximum time of three hours per performance. Overtime shall be paid at the rate of not less than \$2.50 per hour.

6. Projectionists called for special performances after a close of regular show shall receive not less than \$10 per performance, with a maximum of three hours per performance. Overtime shall be paid at the rate of not less than \$4 per hour.

7. Projectionists called for duty in rehearsing acts, other than regular show rehearsals, shall receive not less than \$5 per act, and time shall be limited to a maximum of two hours per act. Overtime per act shall be not less than \$3 per hour.

8. All theaters, projection rooms, and other places requiring the services of projectionists will be classed by the executive board of the party of the second part.

9. The executive board of the party of the second part will make a scale and classification for any theater, projection room, or other place requiring the services of projectionists, and which is not covered by the classifications appended below.

10. The number of projectionists required on each shift in theaters which have unusually heavy equipment, such as switchboards, or more than ordinary projection or spotlight equipment in the projection room, in such event shall be determined by the executive board of the party of the second part on the basis of the type of performance given, amount and type of equipment used, and the arrangement of the equipment in the projection room.

11. Under the following and other conditions, determined as they may arise, an extra projectionist shall be employed:

a. When two or more pieces of equipment are operated at the same time, and can not be operated from one station.

b. When two spot lamps are in operation at the same time.

c. When a spot lamp and stereopticon, that can not be operated from one station, are operated at the same time.

The extra projectionist shall not work more than the maximum number of hours that constitute a day's work in that class of theater, and shall receive not less than the scale provided for that theater. The extra projectionist will be permitted to operate projection machines in a preview or scoring room in that theater at such times during his shift that his services are not required in the main projection room.

12. Theaters using projection machines outside of the main projection room shall employ an extra projectionist for each machine, and projectionists shall receive not less than the scale provided for the main projection room, except projection machines regularly installed in a preview or scoring room in that theater.

13. Projectionists shall report 15 minutes before the time called to report for duty, but will not perform any work other than the necessary oiling and cleaning of the projection machines that must be done before the start of the performance.

14. All installations of projection machines and equipment and repair of same shall be done by members of the party of the second part.

15. When original installations are made or when the installation of any new equipment of any description or any attachments to the equipment are made while in the projection room, one projectionist who is employed, or to be employed, in that projection room must be on duty during such installation and receive the scale provided in section 16.

16. All installation work, other than that performed by supply houses, shall be paid for at the rate of \$1.50 per hour for the first eight hours in any one day. All time over eight hours in any one day shall be paid for at the rate of \$2.50 per hour.

17. Chief projectionists and supervisors of projection shall be members of the party of the second part; and their appointment as chief projectionist or supervisor of projection must be confirmed by a communication in writing to the party of the second part by the party of the first part; otherwise the appointment will not be recognized by the party of the second part.

18. Motion-picture films shall be delivered to and picked up from the projection room by the party of the first part or his agent who is not a member of the party of the second part.

19. Projectionists will not transport in any manner, under any conditions or circumstances, films, posters, or advertising matter of any kind.

20. All maintenance work outside of the projection room in such theaters where stage employees are not employed may be done by the projectionist at the regular overtime rate. However, projectionists will not be required to perform any work that may properly come under the jurisdiction of another craft.

21. Projectionists must in all cases receive their pay in cash. Theaters wishing to pay by check must arrange to cash the check not later than the end of the projectionist's shift.

22. Projectionists shall not have more than one break in a day's shift.

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 he will give such member two weeks' notice, said notice to be considered as starting with the next pay-roll week, or pay two weeks' salary in lieu thereof, except in case of drunkenness, dishonesty, or incompetency, in which cases notice will not be required. Projectionists will not be considered as being incompetent after being employed

for a period of two weeks. This notice may be waived by permission in writing from the party of the second part.

The party of the second part agrees that its members, in case they desire to leave the employment of the party of the first part, will give the party of the first part two weeks' notice, said notice to be considered as starting with the next pay-roll week. This notice may be waived by permission in writing from the party of the first part.

It is further mutually agreed that in the event of any dispute arising between any member of the party of the second part, or between the party of the second part itself and the party of the first part, the executive board of the party of the second part will exercise every amicable means to adjust said dispute, and failing to so adjust the dispute, the entire matter shall be referred to the Los Angeles Amusement Federation for adjustment.

It is further mutually agreed that inasmuch as the party of the second part is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, and also a member of the Los Angeles Amusement Federation, nothing in this agreement shall ever be construed as interfering with any obligation the party of the second part owes to such International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, or to the Los Angeles Amusement Federation, by reason of a prior obligation.

It is further mutually agreed that the party of the first part will at all times during the life of this agreement employ only members of the affiliated unions of the Los Angeles Amusement Federation in their proper departments.

Upholsterers

COMPRISED in the Upholsterers' International Union of North America are upholsterers of all kinds of furniture, vehicles, and cushions, hangers and draperies, curtains, window shades and awnings, linoleum and carpet cutters and layers, mattress and box spring makers, and the like. Generally all branches are grouped into one union, though in a few cities the individual branches are separately grouped. The agreements are generally made with individual proprietors, call for a union shop, a 44-hour week, and an overtime rate. The following provisions are taken from the three-year agreement of Locals Nos. 44 and 45, New York City, January 1, 1927:

3. Members of the union who are sent to work outside of the borough in which is located the workshop of the firm employing them, and remain away over night, shall be allowed for board and lodging not less than \$3.50 per day, and they shall receive transportation expenses while traveling, including meals and sleeping accommodations.

Members sent to work outside of the borough in which is located the workshop of the firm employing them, before 5 p. m., and arrive at their destination before 8 a. m., shall not be entitled to traveling time, providing they have been furnished with sleeping accommodation aboard of the train or steamer, and do not disembark before 6 a. m. When sleeping accommodations are not provided, or can not be obtained because of the hour of arrival of the train or steamer, they shall be entitled to single time from 5 p. m. to the time of arrival at their destination.

Members sent to work outside of the borough in which is located the workshop of the firm employing them, and who are required to be at the transportation before 8 a. m., shall receive payment at the rate of single time for each hour before 8 a. m., and when they are required to begin the journey after the time set as the end of the day's work they shall be allowed two hours at the rate of single time to prepare for the journey.

All traveling time between 8 a. m. and 5 p. m. daily, including Saturday afternoons, Sundays, and legal holidays, shall be paid for at the rate of single time.

4. Members sent to work outside of Greater New York and who return home daily shall receive 50 cents for lunch.

5. Members required to work on jobs located away from the firm's place of business, who on that account pay more car fares daily than would be neces-

sary if they reported at the firm's place of business, the extra fare shall be paid by the firm.

6. The hours of labor shall be 8 a. m. to 5 p. m. except Saturday they shall be 8 a. m. to 12 m., one hour to be allowed for lunch daily. When there is not sufficient work for the employment of all our members, then the hours of labor shall be reduced to 40 hours per week, from May 1 to Labor Day, in order to provide employment for a larger number of workers.

7. Overtime on work in the shop or on the outside shall be at the rate of double time. Work on Saturday afternoons, Sundays, or legal holidays shall only be permitted after consent has been given to perform such work by the secretary or business representative of the union, and such work shall be paid for at the rate of double time and shall only be permitted in cases of extreme emergency.

All work performed before or after the time set as the beginning or end of a day's work shall be paid for at the rate of double time.

When a member of the union is employed on work away from the firm's place of business and it is necessary to work overtime in order to complete the job such member shall notify a responsible representative of the employer, if it is possible to do so before working overtime. By so doing disputes will be avoided regarding the payment of double time.

9. When the services of a worker are dispensed with he or she shall receive the full amount due for wages, etc. If the member is required to call at a future date to receive the amount due, he shall be entitled to two hours' pay at single time.

13. Local union No. 44: One apprentice shall be allowed for each five journeymen steadily employed. After one year's employment apprentices shall apply to the union for an apprentice card. Apprentices shall serve at least three years in the shop before being permitted to work on outside jobs. Their employment shall be governed by the rules and regulations of the apprenticeship commission.

14. Local Union No. 45, female: One apprentice shall be allowed for each five journeywomen steadily employed. After 18 months' employment the apprentice, if qualified to do finisher's work, shall be accepted as a member of the union and shall receive the finisher's rate of pay.

15. One member of a firm is privileged to do upholstery work.

16. Should Local Unions Nos. 44 and 45 be unable to supply a sufficient number of competent workers, employers may employ such labor as is obtainable. Before doing so, however, the individuals so engaged shall apply to the local unions having jurisdiction over the work upon which they are to be employed, for probation cards, and after they have been employed for two weeks, if found to be competent and of good character, they shall make application for membership in the local having jurisdiction over the work and be accepted on the payment of the initiation fee.

17. Supervising foremen and forewomen are not required to be members of the union. They shall be permitted to do such work as may be necessary for instruction purposes only.

18. An authorized representative of Local Unions Nos. 44 and 45 shall be permitted to visit jobs on buildings and the workshops of firms who are parties to this agreement.

Extracts taken from the agreement of Local No. 124, Philadelphia, September 1, 1927, follow:

All overtime, including Saturdays, Sundays, and legal holidays, shall be paid for at the rate of double time.

Car fare and traveling expenses will remain the same as in all previous agreements.

It is to be understood that the intention of the foregoing proposition will not reduce the wages of any member who prior to submitting this proposition was paid a higher rate than the minimum scale herein stated.

The proportion of apprentices to regular journeymen employed steadily shall be one to every five men or major part thereof.

No boy shall be allowed to enter a shop as an apprentice under the age of 16 years and not over 21 years of age.

In times of business depression the work shall be equally divided among the regular employees of the shop. Any journeyman or apprentice employed in a shop for two months shall be considered a regular employee of that shop and shall receive his proportionate share of the work.

This agreement shall take effect on September 1, 1927, and shall continue for one year. In the event either party of this agreement shall desire any changes in this agreement they shall be required to give written notice during the month of July of the year following the date of the acceptance or signing of this agreement and annually thereafter and a meeting of both parties to this agreement shall be held within 30 days from date when said notice is received. Should a dispute arise between the parties to this agreement both parties pledge themselves to first use every honorable means to bring about an adjustment of the matter before resorting to a strike or lockout.

The following items are taken from the agreement of Local No. 95, Oklahoma City, June 15, 1927:

First. That the party of the second part agrees to employ none but members of Upholsterers' International Union, Local No. 95, in good standing, with the exception of superintendent. A superintendent who performs any work governed by our jurisdiction must become a member of Local No. 95. Should it be impossible to obtain sufficient and acceptable members of Local Union No. 95 and nonunion members are employed such persons shall be allowed to work on permit from officials of Local Union No. 95 only until next regular meeting of Local Union No. 95.

Second. Ten hours or less, including one hour for lunch time, shall constitute a day's work. Five and a half days shall constitute a week's work; however, overtime or Sunday work on special occasions will be permitted if members of shop see fit.

Third. No work will be performed on either the Fourth of July, Labor Day, Thanksgiving Day, or Christmas.

Fifth. The party of the first part agrees to furnish the party of the second part with labels of Upholsterers' International Union at all times during the life of this agreement, free of all charges. The party of the second part agrees that labels shall be placed on all mattresses manufactured; the union label, being the registered trade-mark of the Upholsterers' International Union of North America, shall always remain the property of the organization.

Seventh. All shops must be kept in a clean, sanitary, and hygienic condition; also properly ventilated, according to provisions of law. Clean towels and pure drinking water must be furnished by employer.

The following extracts are taken from a short agreement between Awning and Tent Workers' Local No. 39 and the St. Louis Tent and Awning Manufacturers' Association for 1927:

ARTICLE 1. The party of the second part hereby agrees to furnish good, competent awning workers, including journeymen and helpers, from among its members upon the following terms and conditions to the said party of the first part during the life of this agreement, and the party of the first part hereby agrees to employ only good-standing members of the party of the second part to do the work hereinafter mentioned; also the party of the first part reserves the right to hire or employ such outside help, provided the party of the second part can not furnish union members. Also the party of the first part reserves the right to judge the competency of the individual members of the party of the second part.

ART. 2. SECTION 4. Eight hours shall constitute a day's work, five days a week; Saturday, four hours.

SEC. 5. All overtime shall be paid at the rate of time and one-half; Sundays, all holidays, and Saturday afternoons, double time. The party of the first part to keep the following legal holidays: New Year's, Fourth of July, Labor Day, Thanksgiving, and Christmas, five in all. No work on Labor Day except for public safety.

ART. 3. All union employees of the union to be notified the night before if there is no work the following day. In case of inclement weather, no work.

ART. 4. Any man not belonging to the local union can not take charge of a truck or any work mentioned above. There must be a journeyman in charge of all jobs and nonunion men; bosses will be allowed to work on trucks if necessary.

ART. 5. The party of the first part also agrees to lay off the nonunion men first and also that the party of the second part shall not be held responsible for any damage done or caused to be done by nonunion men.

Wall-Paper Crafts

AGREEMENTS made by the Wall-Paper Crafts are international only. Extracts from those made for three years in 1923 were printed in Bulletin No. 393 (pp. 126-128). A new agreement was signed in 1926 but a copy is not available for publication.

Wood Carvers

HAND, spindle, and machine wood carvers comprise the International Wood Carvers' Association of North America. The local branches or unions make agreements with individual employers. One made by the Chicago branch with Joseph Dux, an architectural sculptor, July 14, 1927, reads as follows:

Agreement made this 14th day of July, A. D. 1927, between the members of the Chicago Branch of the International Wood Carvers' Association of North America and Joseph Dux, receipt whereof is hereby acknowledged, and in further consideration of the expressed willingness of the members of said branch to continue in the employ of the said Joseph Dux for a minimum wage of \$1.50 per hour for a period to be fixed and agreed upon in this document; that neither the said branch nor the members thereof shall for a period of two years from July 14, A. D. 1927, and terminating April 30, A. D. 1929, demand or attempt to fix a minimum wage for members of said branch employed by the said Joseph Dux of more than \$1.50 per hour, and

It is further agreed by said Joseph Dux that he will pay such members of said branch as may be employed by him during said two-year period a minimum wage of \$1.50 per hour for such time as they may actually work for him.

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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.]

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 19 and 20, 1916.
- *No. 202. Proceedings of the conference of Employment Managers' Association of 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. 295. Building operations in representative cities in 1920.
- No. 449. Building permits in the principal cities of the United States in [1925 and] 1926.

Industrial Accidents and Hygiene.

- *No. 104. Lead poisoning in potteries, tile works, and porcelain enameled sanitary ware factories. [1912.]
- No. 120. Hygiene of the painter's trade. [1913.]
- *No. 127. Dangers to workers from dusts and fumes, and methods of protection. [1913.]
- *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. 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 stonemasons. [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 making 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, 1910-1919.
- 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.
- No. 460. A new test for industrial lead poisoning. [1928.]
- No. 466. Settlement for accidents to American seamen. [1928.]

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, 1920-1924.
- 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 administrations in the Pacific States. [1917.]
- No. 229. Wage-payment legislation in the United States. [1917.]
- No. 285. Minimum-wage laws of the United States: Construction and operation. [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 payment of wages. [1926.]
- No. 434. Labor legislation of 1926.
- No. 444. Decisions of courts and opinions affecting labor, 1926.

Proceedings of Annual Conventions of the Association of Governmental Labor Officials of the United States and Canada. (Name changed in 1928 to Association of Governmental Officials in Industry 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.
- No. 455. Fourteenth, Paterson, N. J., May 31 to June 3, 1927.

Proceedings of Annual Meetings of the 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. 284. 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.
- 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.
- No. 456. Fourteenth, Atlanta, Ga., September 27-29, 1927.

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, 1923.
- No. 407. Labor cost of production and wages and hours of labor in the paper box-board industry. [1926.]
- No. 412. Wages, hours, and productivity in the pottery industry, 1925.
- No. 441. Productivity of labor in the glass industry. [1927.]

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. 464. Retail prices, 1890 to 1927. [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. 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.
- No. 451. Safety code for forging and hot-metal stamping.
- No. 463. Safety code for mechanical power-transmission apparatus—first revision.

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. [1917.]
- No. 271. Adult working-class education in Great Britain and the United States. [1920.]
- No. 459. Apprenticeship in building construction. [1928.]

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, 1923.
- No. 365. Wages and hours of labor in the paper and pulp industry, 1923.
- No. 394. Wages and hours of labor in metalliferous mines, 1924.
- No. 407. Labor costs 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.
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- 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.
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- 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.
- No. 443. Wages and hours of labor in woolen and worsted goods manufacturing, 1910 to 1926.
- No. 446. Wages and hours of labor in cotton-goods manufacturing, 1910 to 1926.
- No. 450. Wages and hours of labor in the boot and shoe industry, 1907 to 1926.
- No. 452. Wages and hours of labor in the hosiery and underwear industries, 1907 to 1926.
- No. 454. Hours and earnings in bituminous-coal mining, 1922, 1924, and 1926.
- No. 457. Union scales of wages and hours of labor, May 15, 1927.

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- *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. 234. Index numbers of wholesale prices in the United States and foreign countries. [1921.]
- No. 440. Wholesale prices, 1890 to 1926.
- No. 453. Revised index numbers of wholesale prices, 1923 to July, 1927.

Women and Children in Industry.

- No. 116. Hours, earnings, and duration of employment of wage-earning women in selected industries in the District of Columbia. [1913.]
- *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 conditions 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.]
- No. 193. Dressmaking as a trade for women in Massachusetts. [1916.]
- No. 215. Industrial experience of trade-school girls in Massachusetts. [1917.]
- *No. 217. Effect of workmen's compensation laws in diminishing the necessity of industrial employment of women and children. [1918.]
- 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).

- *No. 101. Care of tuberculous wage earners in Germany. [1912.]
- *No. 102. British national insurance act, 1911.
- No. 108. 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.
- *No. 243. Workmen's compensation legislation in the United States and foreign countries, 1917 and 1918.
- No. 301. Comparison of workmen's compensation insurance and administration. [1922.]
- No. 312. National health insurance in Great Britain, 1911 to 1921.
- No. 379. Comparison of workmen's compensation laws of the United States as of January 1, 1925.
- No. 423. Workmen's compensation legislation of the United States and Canada as of July 1, 1926.

Miscellaneous Series.

- *No. 174. Subject index of the publications of the United States Bureau of Labor Statistics up to May 1, 1915.
- No. 208. Profit sharing in the United States. [1916.]
- No. 242. Food situation in central Europe, 1917.
- No. 254. International labor legislation and the society of nations. [1919.]
- No. 268. Historical survey of international action affecting labor. [1920.]
- No. 282. Mutual relief associations among Government employees in Washington, D. C. [1921.]
- No. 299. Personnel research agencies: A guide to organized research in employment management, industrial relations, training, and working conditions. [1921.]

Miscellaneous Series—Continued.

- No. 319. The Bureau of Labor Statistics: Its history, activities, and organization. [1922.]
- No. 326. Methods of procuring and computing statistical information of the Bureau of Labor Statistics. [1923.]
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