University of California Publications in

ECONOMICS

VOLUME IV

1913-1918

EDITOR

CARL C. PLEHN

UNIVERSITY OF CALIFORNIA PRESS
BERKELEY, CALIFORNIA

CONTENTS

HISTORY.—Henry Morse Stephens and Herbert Eugene Bolton, Editors.

Cited as Univ. Calif. Publ. Hist.

Volume 1. Studies in American History.

1. Colonial Opposition to Imperial Authority during the French and Indian War, by Eugene I. McCormac. November, 1911 ..... $0.75
2. The Viceroy of New Spain, by Donald E. Smith. March, 1913 ..... 2.00
3. The Beginnings of Spanish Settlements in the El Paso District, by Anna Hughes. April, 1914 ..... .75

Volume 1, complete, 406 pages. Paper, $2.75; cloth, $3.00; carriage extra.

Volume 2. A History of the Western Boundary of the Louisiana Purchase, 1819-1841, by Thomas Maitland Marshall. xiii + 265 pages, with 30 maps. 1914. Paper, $1.75; cloth, $2.00; carriage extra.

Volume 3. Texas in the Middle Eighteenth Century: Studies in Spanish Colonial History and Administration, by Herbert Eugene Bolton. x + 501 pages, with 12 illustrations. 1915. Paper, $3.25; cloth, $3.50; carriage extra.

Vol. 4. 1. The Influence of Anthropology on the Course of Political Science, by John Linton Myres. Pp. 1-81. February, 1916. In paper cover, $0.75.

2. The Reorganization of Spain by Augustus, by John James Van Nostrand, Jr. Pp. 83-154. October, 1916. In paper cover, $0.75.
3. Prolegomena to History: The Relation of History to Literature, Philosophy, and Science, by Frederick J. Teggart. Pp. 155-292. August, 1916. In paper cover, $1.50.
4. California: the Name, by Ruth Putnam, with the collaboration of Herbert I. Priestley, Ph.D., Assistant Professor of History, University of California. Pp. 293-365, 1 map. December, 1917. In paper cover, $0.75.

Volume 5. José de Gálvez, Visitor-General of New Spain, 1765-1771, by Herbert Ingram Priestley. Pp. xv + 449, 7 plates and map. In paper cover, $2.75; cloth, $3.00.

Volume 6. The Formation of the State of Oklahoma, 1803-1906, by Roy Gittinger. Pp. xii + 256, 5 maps. In paper cover, $1.75; cloth, $2.00.

PHILOSOPHY.—Charles H. Rieber, Editor. Price per volume, $2.00. Vol. I completed. Vol. II in progress.

Cited as Univ. Calif. Publ. Philos.

Vol. 1. Studies in Philosophy prepared in commemoration of the seventieth birthday of Professor George Holmes Howison, November 29, 1904.

1. The Summum Bonum, by Evander Bradley McGilvary, Sage Professor of Ethics in Cornell University $0.25
2. The Essentials of Human Faculty, by Sidney Edward Mezes, Professor of Philosophy in the University of Texas ..... .25
3. Some Scientific Apologies for Evil, by George Malcolm Stratton, Professor of Experimental Psychology in Johns Hopkins University ..... .15
4. Pragmatism and the *a priori*, by Charles Henry Rieber, Assistant Professor of Logic in the University of California ..... .20
5. Latter-Day Flowing-Philosophy, by Charles Montague Bakewell, Professor of the History of Philosophy in the University of California .20
6. Some Problems in Evolution and Education, by Ernest Norton Henderson, Professor of Education in Adelphi College ..... .10
7. Philosophy and Science in the Study of Education, by Jesse Dismukes Burks, Principal of the State Normal School at Paterson, New Jersey .15
8. The Dialectic of Bruno and Spinoza, by Arthur Oncken Lovejoy, Professor of Philosophy in Washington University ..... .35
9. The Logic of Self-Realization, by Henry Waldgrave Stuart, Professor of Philosophy (*ad interim*) in Lake Forest University ..... .20
10. Utility and the Accepted Type, by Theodore de Lopez de Laguna, Assistant in Philosophy in Cornell University ..... .20

11. A Theory of the Syllogism, by Knight Dunlap, Instructor in Psychology in the University of California ..... .10
12. The Basal Principle of Truth-Evaluation, by Harry Allen Overstreet, Instructor in Philosophy in the University of California ..... .25

Vol. 2. 1. The Dialectic of Plotinus, by H. A. Overstreet. May, 1909 ..... .25
2. Two Extensions of the Use of Graphs in Formal Logic, by W. E. Hocking. May, 1909 ..... .15
3. On the Law of History, by W. E. Hocking. September, 1909 ..... .20
4. The Mystical Element in Hegel's Early Theological Writings, by George Plimpton Adams. September, 1910 ..... .35
5. The Metaphysics of Historical Knowledge, by DeWitt H. Parker. February, 1913 ..... .85

PRIZE ESSAYS.—George R. Noyes, Herbert E. Bolton, Charles A. Kofoid, Editors.

Vol. 1 (pp. 259). Price, $2.00.

1. Tolstoy and the Social Problems of Today, by Bayard Hale Jones.
2. The Value of Tolstoy's "What Is To Be Done?" to the Present Rebuilding of the Social Structure, by Sheldon Cheney.
3. The Value of the Ideal of Social Reconstruction Set Forth in Tolstoy's *What Shall We do Then?*, by Stith Thompson.
4. Tolstoy's *What Shall We Do Then?*—a Problem and an Attempt at a Solution, by Newton B. Drury.
5. The Social Validity of Tolstoy's "What Is To Be Done?", by Lillian R. Matthews.

MEMOIRS.—John C. Merriam, Editor.

Vol. 3. Business Cycles, by Wesley Clair Mitchell. Quarto, xviii + 610 pages, with 77 charts.

Bound in buckram covers $7.50
Bound in paper covers 5.00
Expressage, extra.

Other series in Agricultural Sciences, American Archaeology and Ethnology, Botany, Classical Philology, Egyptian Archaeology, Engineering, Entomology, Geography, Geology, Graeco-Roman Archaeology, Mathematics, Modern Philology, Pathology, Physiology, Psychology, Semitic Philology, Zoology.

UNIVERSITY OF CALIFORNIA CHRONICLE.—An official record of University life, issued quarterly, edited by a committee of the faculty. Price, $1.00 per year. Current volume No. XX.

ADMINISTRATIVE BULLETINS OF THE UNIVERSITY OF CALIFORNIA.—Edited by the Recorder of the Faculties. Includes the Register, the President's Report, and other official announcements.

UNIVERSITY OF CALIFORNIA PUBLICATIONS
IN
ECONOMICS

Vol. 4, No. 4, pp. 233-364 May 20, 1918

COLLECTIVE BARGAINING AND TRADE AGREEMENTS IN THE BREWERY, METAL, TEAMING AND BUILDING TRADES OF SAN FRANCISCO, CALIFORNIA

BY

IRA B. CROSS, PH.D.

UNIVERSITY OF CALIFORNIA PRESS
BERKELEY

UNIVERSITY OF CALIFORNIA PUBLICATIONS

Note.—The University of California Publications are offered in exchange for the publ
cations of learned societies and institutions, universities and libraries. Complete lists
all the publications of the University will be sent upon request. For sample copies, lists
publications and other information, address the manager of the University Press, Berkele
California, U. S. A. All matter sent in exchange should be addressed to The Exchan
Department, University Library, Berkeley, California, U. S. A.

WILLIAM WESLEY & SON, LONDON

Agent for the series in American Archaeology and Ethnology, Botany, Geology, Physiology, and Zoology.

ECONOMICS.—Carl C. Plehn, Editor. Vols. I ($5.00), II ($4.00), and III ($3.50) complete
Vol. IV in progress.

Cited as Univ. Calif. Publ. Econ.

Vol. 1. Gold, Prices, and Wages under the Greenback Standard, by Wesley C. Mitchell. 632 pages, with 12 charts. March, 1908 ..... $5.0

Vol. 2. A History of California Labor Legislation, with an Introductory Sketch of the San Francisco Labor Movement, by Lucile Eaves. 461 pages. August, 1910 ..... 4.0

Vol. 3. 1. Women in Trade Unions in San Francisco, by Lillian Ruth Matthews. Pp. 1-100. June, 1913 ..... 1.0

2. A Financial History of California, by William C. Fankhauser. Pp. 101-408. November, 1913 ..... 2.5

3. Jurisdictional Disputes Resulting from Structural Differences in American Trade Unions, by Solomon Blum. Pp. 409-447. September, 1913 .3

Vol. 4. 1. The Launching of the Industrial Workers of the World, by Paul F. Brissenden. Pp. 1-82. November, 1913 7

2. Life Insurance for Professors, a Study of the Problem of Protection for the Families of Salaried Men, by Charles E. Brooks. Pp. 83-113. April, 1916 2

3. The Conflict of Tax Laws, by Rowland Estcourt. Pp. 115-231. April, 1918 ..... 1.2

4. Collective Bargaining and Trade Agreements in the Brewery, Metal, Teaming and Building Trades of San Francisco, California, by Ira B. Cross. Pp. 233-364. May, 1918 3

EDUCATION.—Alexis F. Lange, Editor. Vols. I ($3.50), III ($3.50), and IV ($2.50) com
pleted. Vols. II and IV in progress.

Cited as Univ. Calif. Publ. Educ.

Vol. 1. Notes on the Development of a Child, by Milicent Washburn Shinn. 424 pages. 1893-1899. Reprinted in part, March, 1909 ..... $3.50
Originally issued as *University of California Studies*, Volume I. Pages 1-178 have been reprinted from the original plates, and a title page and table of contents added. The original edition is now exhausted. The reprinted edition is limited and the price has been changed to $3.50.

Vol. 2. 1. Notes on Children's Drawings, edited by Elmer Ellsworth Brown (Published as *University of California Studies*, Volume II, No. 1, 1897.) .75

Vol. 3. 1. The Origin of American State Universities, by Elmer Ellsworth Brown. April, 1903 ..... .50

2. State Aid to Secondary Schools, by David Rhys Jones. December, 1903 .75

3. Inherited Tendencies of Secondary Instruction in the United States, by Herbert Galen Lull. April, 1913 ..... 1.25

4. The Growth of Responsibility and Enlargement of Power of the City School Superintendent, by Arthur Henry Chamberlain. May, 1913.... 1.75

Vol. 4. Notes on the Development of a Child. II. The Development of the Senses in the First Three Years of Childhood, by Milicent Washburn Shinn. 258 pages. July, 1908 ..... 2.50
The index in this volume covers the material in both parts of the *Notes on the Development of a Child*, i.e., of volumes 1 and 4 of this series.

Vol. 5. 1. Superstition and Education, by Fletcher Bascom Dresslar. July, 1907 2.00

2. The Demonstration Play School of 1913, by Clark W. Hetherington. July, 1914 ..... .45

COLLECTIVE BARGAINING AND TRADE AGREEMENTS IN THE BREWERY, METAL, TEAMING AND BUILDING TRADES OF SAN FRANCISCO, CALIFORNIA

BY

IRA B. CROSS, PH.D.

TO
RICHARD T. ELY
TEACHER AND FRIEND
PIONEER IN THE STUDY OF THE
AMERICAN LABOR MOVEMENT

UNIVERSITY OF CALIFORNIA PUBLICATIONS
IN
ECONOMICS

Vol. 4, No. 4, pp. 233-364 May 20, 1918

COLLECTIVE BARGAINING AND TRADE AGREEMENTS IN THE BREWERY, METAL, TEAMING AND BUILDING TRADES OF SAN FRANCISCO, CALIFORNIA

BY
IRA B. CROSS, PH.D.

CONTENTS

PREFACE

The following pages present a study of collective bargaining based on trade agreements in four groups of trades in San Francisco, California, in May, 1915. Much of the material contained herein was gathered at the request of the United States

Commission on Industrial Relations and in accordance with plans prepared by Professor George E. Barnett of Johns Hopkins University. I gratefully acknowledge my indebtedness to him for kindly words of encouragement and for helpful suggestions.

Although practically every trade in San Francisco was covered by my investigations, I have deemed it advisable to present only the results secured in the brewery, metal, teaming and building trades. The practices followed by these groups were typical of those of the remaining trades, and give a satisfactory picture of the relations existing between the employer and his organized workmen in connection with collective bargaining activities based on trade agreements at the time covered by this study (the first half of 1915).

In the pages which follow, I have briefly traced the history of the unions concerned, given the story of the development of the trade agreements, and presented in detail the terms of those agreements in force in 1915. Certain other data relating to conditions of employment then prevailing have also been included.

I also acknowledge my indebtedness to two of my former students, Mr. Paul Chatom, graduate of the University of California, 1914 (M.A., 1915), and Mr. Monroe C. Kidder, graduate of the University of California, 1915, both of whom assisted in gathering the data upon which this study has been based; to the many trade union and employers' association officials who gave freely of their time in answering questions and in supplying the requested information; to my colleague, Professor Carl C. Plehn, who read the manuscript and made numerous helpful criticisms, and finally to my wife, an interested coöperator in the preparation of that which follows.

Ira B. Cross.

Berkeley, California, November 1, 1917.

CHAPTER I

AN HISTORICAL SKETCH

The present strength and thoroughness of organization existing among the working classes of San Francisco date approximately from 1901, yet the history of the labor movement in that city goes back to the days of the forty-niners when the Golden Gate and San Francisco were the mecca for thousands of fortune seekers flocking there from all parts of the world. Many of the gold hunters had been members of trade unions in the eastern states or in European countries. They knew the advantages of organization among the workers, and it was but a short time before they began forming associations among the laborers in various trades.

As the tide of immigration flowed into San Francisco, carpenters were in demand for the construction of homes and stores, teamsters were busy hauling supplies, and lightermen and boatmen worked day and night unloading the hundreds of ships that crowded the harbor. It was among the men in these trades that organization was first effected, the carpenters in November, 1849, and the teamsters, boatmen and printers in 1850.

During the fifties, practically every trade in San Francisco was organized, the riggers and stevedores in 1851, the bakers and bricklayers in 1852, the blacksmiths, plasterers, painters, shipwrights and calkers in 1853, while even the musicians organized a protective association and struck in 1856 for the enforcement of the union scale. In the later years of that decade, however, the enthusiasm of the workers waned, and practically all of the unions passed out of existence. With the single exception of the Typographical Union, the labor organizations had been purely local in character, and thus not being affiliated with the national unions in their respective trades, their continuance was dependent to a very great extent upon the condition of industry in San Francisco.

With the outbreak of the Civil War, economic conditions in California improved greatly. California was far removed from the scene of conflict between the North and the South. Its citizens refused to accept the greenbacks. Many commodities could not be obtained from eastern markets because of the activity of the Confederate navy, and as a consequence the people of the state were compelled to produce many things for themselves. Thus it was that employment was abundant, wages were high, and the conditions of labor were fairly satisfactory. Protective organizations were formed in a large number of trades, and these in the summer of 1863 organized the first central labor council in California, The San Francisco Trades' Union. The person most influential in its organization was Alexander M. Kenaday, a member of the printers' union. It was he who at that time also inaugurated the agitation for the enactment of a state eight-hour day law, although it was not obtained until 1868, a few years after the San Francisco Trades' Union had passed out of existence. In 1864, this central body was composed of fifteen unions with a total membership of more than two thousand workers. After an indifferent sort of existence it gradually passed away, and was succeeded by a similar organization, The Mechanics' State Council, formed in November, 1867, primarily for the purpose of continuing the agitation for the eight-hour day. As a result of its aggressiveness and under the leadership of General A. M. Winn, a retired carpenter, the council was successful in securing the eight-hour day for a majority of the trades in San Francisco even before the enactment of the eight-hour law by the state legislature in 1868. The agitation for the shorter workday was not confined solely to San Francisco, but was very general throughout the state. Unions in Oakland, San José, Vallejo and Sacramento were affiliated with the council. In 1870 it had a membership of twenty-three organizations, representing approximately eleven thousand workers. During the concluding years of the sixties the council was very active in all matters affecting the welfare of the workers. It was the agency through which they expressed their demands, enforced their trade rules, and obtained remedial state and local legislation. The decline of

the organization dates from August, 1870, when politicians attempted to obtain control of it for the purpose of using it in the formation of a local labor party. Dissension arose and continued for some time within its ranks. A few months of wrangling were sufficient to bring the effectiveness of the council to an end. For several years thereafter it met only at the call of its president, usually once or twice a year, and finally disbanded during the anti-Chinese agitations of the later seventies.

The completion of the transcontinental railroad in 1869 brought to a close this "Golden Age" of the workers of California, as the period of the sixties has frequently been called. For a number of years thereafter, the activities of the organized workers of the state were directed against a lowering of their standard of living. Upon the completion of the Central Pacific and Union Pacific railroads, large numbers of eastern workers came into the state, willing to accept employment at lower wages than those demanded by California laborers, while cheaper rates of transportation made it inevitable that large amounts of cheaper eastern-made goods would be sent into the state to compete with the high priced California-made products. The eight-hour day gave way to the ten-hour day, wages fell to much lower levels than had earlier prevailed, and upon every hand the discontent of the workers became plainly evident. As time passed, the discontent of the people became more intense and increasingly outspoken, until in the later seventies it burst forth in the "sand-lot riots" and the Kearney agitation against the Chinese. Although not a trade-union movement, Kearneyism really voiced the point of view, the sentiments, of the working class. A political organization known as "The Workingmen's Party of California," was formed, and with the slogan, "The Chinese must go," it carried the state election in 1878, and subsequently through its control of a large number of the members of the state constitutional convention, elected at that time, gave to California a new and radical state constitution framed primarily with the idea of bettering the lot of the common people.

Many of the trade unions that had composed the Mechanics'

State Council disbanded during the hard times that prevailed in California during the greater part of the seventies. In 1878, however, a few unions were gotten together in the hope that it might be possible to form a central labor body, and thus assist in the upbuilding of the local trade union movement. As the result of that attempt, The Representative Assembly of Trade and Labor Unions was brought into being March 31, 1878. In October, 1878, it was composed of fourteen unions, representing about four thousand workers. During the first few years, however, the organization lacked virility, enthusiasm and leadership. Up to that time the results obtained by the Representative Assembly had been far from encouraging. Times were still hard, unemployment existed on all sides, and capital claimed to be fearful of investment and development because of the radical provisions of the new state constitution. With the passage of time, however, the situation changed somewhat, but it was not until 1881 that the Representative Assembly began to play an active part in the affairs of the workers of San Francisco. This new life was due primarily to the efforts of Frank Roney, an iron molder by trade. Mr. Roney was a man of pleasing personality and broad experience, well educated, a splendid organizer, and tireless in his efforts to build up the trade union movement of San Francisco. So active were he and his assistants in their work of organization that by January, 1882, there were more than forty-five unions in San Francisco, covering the more important trades as well as many that had previously not been organized. The Representative Assembly appointed a legislative committee for the purpose of drafting labor legislation, questioning candidates for public office, and lobbying for various labor bills before the state legislature. During 1883 and in the early part of 1884, the interest of the workers in the central council gradually waned, and toward the close of 1884, the Representative Assembly found itself without influence, either industrially or politically, and with but few constituent unions. Somewhat later it quietly dissolved.

In the later years of the seventies, the Knights of Labor, a national organization, had begun to take a minor part in the

trade union affairs of the state. This labor body grew slowly but steadily. In 1885 about twenty-five San Francisco unions and several unions in Oakland, Sacramento and San José were affiliated with it. The Knights of Labor never attained a position of any importance among the workers of San Francisco, and in the later eighties, primarily as a consequence of its decline as a national body, it lost what little influence it had had with organized labor in this state.

After the dissolution of the Representative Assembly, some of the trade unionists of San Francisco continued to feel the necessity of a central labor body, and as a direct result of a labor convention held in 1885, although called for the purpose of protesting against the immigration of the Chinese, The Federated Trade and Labor Unions of the Pacific Coast was organized. This federation was to have exercised jurisdiction over California and the adjoining states, but outside of a certain moral influence it had little or no control over trade union affairs outside of San Francisco. Two years after its formation, it was composed of thirty-five unions. The Federated Trades was instrumental in popularizing the union label, and in many ways laid the foundations of the present trade union movement of California. It was also active in starting the agitation in the United States for the adoption of the Australian ballot, and after spending thousands of dollars in its campaign of education, succeeded in having that electoral reform adopted by the California legislature. It also secured the adoption of a number of labor laws, among the most important, perhaps, was the eight-hour law for public employees. It also aided greatly in carrying on the strikes of the tanners and curriers, the iron molders, the street car employees, and the brewery workers. The Federated Trades was finally disrupted in 1891 as a consequence of the repeated attacks of the local employers' association, whose president at the conclusion of a very bitterly contested labor controversy publicly declared that "Among the industries of this city there now remains but a single union which imposes its rules upon its members." The organization referred to was the printers' union.

The early years of the nineties were years of unparalleled dulness in all lines of industrial activity. Many of the unions disbanded, while only a few retained a sort of lifeless existence. In spite of this discouraging situation, however, the representatives of a few of those that remained came together in December, 1892, and organized the present San Francisco Labor Council. Since its formation, it has played a most prominent and active part in the struggles and labor controversies of the workers of San Francisco. It was especially active in the American Railway Union strike on the Southern Pacific Railroad in 1894, in the city front, teaming, and iron trades strikes of 1901, and in the various street car strikes in San Francisco, especially those of 1902 and 1906–1907. In 1902 it began the publication of its official weekly paper, *The Labor Clarion.* In 1915, the Labor Council had a membership of about 150 unions, representing approximately 50,000 to 60,000 workers.[1] The greater part of the trades represented in its membership were from 90 to 100 per cent organized, there being only a few groups of workers that were but partly unionized.

A number of the constituent unions of the Labor Council were also affiliated with various allied councils, such as the Building Trades' Council, the Iron Trades' Council, the Provision Trades' Council and the Allied Printing Trades' Council. None of these subsidiary councils, with the exception of the Building Trades' Council, played any very great part in the field of organized labor.

The Building Trades' Council was organized February 13, 1894, after several futile attempts had been made during the eighties and early nineties to get the building trades unions together into a central body.[2] Mr. P. H. McCarthy, who since that time has served continuously as its president, was the person most influential in bringing the various crafts together and in welding them into a council which for years has remained the most powerful and efficient body of organized workmen in the

[1] The full list of its membership and the hours and wages in force in May, 1915, are given in appendix A and appendix B respectively.

[2] It was organized by the representatives of five unions, having an aggregate membership of about two hundred craftsmen.

state of California. In 1899 it established its official weekly paper, *Organized Labor*. Since 1901 it has practically dictated terms of employment in the building trades industries of San Francisco. In 1915, its fifty-nine unions represented approximately 15,000 workmen.

The Building Trades' Council has always been a vigorous opponent of the Labor Council, and has in most instances refused to coöperate with it, even to the extent of refusing to join with it in the celebration of Labor Day. For a number of years the Building Trades' Council, in opposition to the ruling of the American Federation of Labor, would not permit its constituent unions to affiliate with the Labor Council.[3] In 1910, however, as the direct consequence of great pressure brought to bear upon it by the executive committee of the American Federation of Labor, it was compelled to permit affiliation, thus averting a serious crisis in the local labor movement. The Building Trades' Council does not permit the Labor Council to exercise jurisdiction over the affairs of the building-trades unions or over the affairs of the Building Trades' Council itself. Although, to all intents and purposes a body subsidiary to the Labor Council, it pursues its way for the most part unconcerned with what other branches of the local labor movement are doing. It is, however, the most militant, effective, fighting organization among the workers of San Francisco.

The Labor Council, on the other hand, is not a militant labor body. It confines its activities to assisting unions in their labor controversies, to levying assessments for general labor purposes, to passing resolutions bearing upon a multiplicity of topics not always concerned with the field of labor, to questioning candidates for public office, and to taking a more or less active part in

[3] Sections 3 and 5 of article II of its constitution were as follows:

"Section 3. No union which holds membership in any central body or Council foreign to the building industry shall be eligible to membership in this Council; and any union which holds membership in the Building Trades Council and which affiliates with any central body or Council not an integral part of the Building Trades shall by such affiliation or action forfeit its membership in this Council, and shall stand suspended without any further trial."

"Section 5. No member of any affiliating union who holds membership in a labor organization not affiliated with the Building Trades Council can be seated as a delegate in this Council."

various other phases of political activity. In fact, both the Labor Council and the Building Trades' Council have been very active and very successful in political affairs since 1901, participating in the various local elections under the banner of the Union Labor Party, supporting their leaders for all offices, from the mayoralty down to the least important positions, and at times being in complete control of the local government.

Affiliated with the Building Trades' Council were a number of district councils into which some of the building trades unions were grouped for more effective bargaining. These district councils, such as the Bay District Council of Carpenters, the District Council of Painters, the District Council of Cement Workers, and the District Council of Amalgamated Society of Carpenters and Joiners of America, exercised jurisdiction over the members of their particular crafts in the cities of the San Francisco Bay region.

CHAPTER II

EMPLOYERS' ASSOCIATIONS

The only general employers' association in San Francisco at the time covered by this study was the Merchants' and Manufacturers' Association. Its organization was effected on March 26, 1914, by a rather small group of merchants, manufacturers and other business men, who, to quote the words of its secretary, were "deeply interested in the welfare and prosperity of San Francisco and the entire State."

For a period of several months during the early part of 1914, informal meetings had been held by a number of employers for the purpose of discussing means of alleviating depressed business conditions. The need of organization was freely admitted by those in attendance. It was pointed out that competitive cities on the Pacific coast, with far less natural resources and advantages than San Francisco, were challenging the commercial supremacy of California's metropolis. It was claimed that comparative figures of the number of factories gained in recent years by rival cities on the Pacific coast, plainly showed San Francisco's urgent need of "stimulated effort to retain its high commercial position." A statement issued by the association declared that:

> We must endeavor to effect a change in the indifferent attitude of the public in regard to new industries. The people of San Francisco undoubtedly want new enterprises and more and bigger pay rolls, but they have permitted themselves to be blinded as to the reasons why we fail to get a larger share.
>
> There is only a very small percentage of our total population who are inclined to obstruct the way for new industries and we must solicit the interest of the public at large to overcome this minority obstruction. We are quite confident, the public, once it realizes how the city has suffered through indifference, will quickly, in the interest of our industries, do away with the retarding domination of a small portion of our citizens. The public is fair and is willing to give a square deal to the man who starts a new industry here, and it is also willing to see that jobs in these new industries are open to all who are competent to fill them.

On April 8, 1914, the Merchants' and Manufacturers' Association of Central California (Oakland), joined the association, as did also the Citizens' Alliance of San Francisco on April 25, 1914.

The objects of the association, as outlined in its constitution, were as follows:

> This Association is formed to foster and protect the industrial and the business interests of San Francisco and the adjoining territory; to establish equitable industrial conditions for employers, employes and the general public.
>
> To prevent and avert industrial disturbances, to harmonize differences between employers and employes, with justice to all concerned, and to assist in the enforcement of the law of the land.
>
> To oppose restriction of output, sympathetic strikes, lockouts and boycotts, and illegal persecutions of individuals; all of which are a menace to the industrial progress of our community and our country and tend to the undermining of constitutional rights.
>
> To secure for employers and employes the freedom of individual contract in the matter of employment. To insure everyone in his right to earn a living regardless of his membership or non-membership in any organization.
>
> To prevent any interference with persons seeking through honest effort to work and earn a living. To protect every one in his lawful right to conduct his business or affairs as he deems proper, so long as he does not encroach on the rights of others.
>
> To unify the actions of its members upon matters where united and concerted action and a determined, fixed policy may seem wise and necessary.
>
> To investigate and adjust by proper officers of the Association any question arising between members and their employes, which may be referred to and come within the jurisdiction of the Association.
>
> To co-operate with other kindred organizations on the Pacific Coast and in the United States and Canada, in the accomplishment of the objects herein above stated, upon such terms and conditions as may be determined by the several Associations.

The association did not engage in collective bargaining. It had been formed solely for the purpose of combating trade unionism, and of trying to "free San Francisco from the domination of organized labor and the labor boss."

When interviewed regarding its connections with other associations of similar character, its secretary declared that it was not affiliated with the National Manufacturers' Association or with any of the other merchants' and manufacturers' associations of California. At the first annual meeting of the association,

however, there were present representatives from the following employers' organizations: Merchants' and Manufacturers' Association of Los Angeles, Employers' and Founders' Association of Los Angeles, Employers' Association of Oregon, Employers' Association of Washington, and the Federation of Employers' Associations of the Pacific coast.

The membership of the association embraced corporations, firms or individuals, directly or indirectly interested in the employment of labor or in labor conditions. It was not a central association of employers' organizations. Members were elected by the executive council of the association.

The officers of the association were a president, vice president, treasurer and an executive council of five members. These officers were chosen by an executive board of not less than fifteen and not more than thirty members elected at the annual meeting of the association. Each member present at such meeting had one vote. The executive council was the administrative body of the organization. It had power to put rules and regulations into effect and to act in such manner as might be required to fulfil the objects and purposes of the association.

Dues and assessments were levied according to a sliding scale, the assessments or dues representing a certain percentage of the pay roll of the industry, the percentage being fixed by the executive council and approved by the executive board.

When interviewed, the secretary of the association stated that the Merchants' and Manufacturers' Association of San Francisco had not been formed as the result of the activities of the Merchants' and Manufacturers' Association of Los Angeles. He also declared that while it had assisted the Merchants', Manufacturers' and Employers' Association of Stockton, both morally and financially, in the serious labor controversy that was waged in that city in 1914–1915, nevertheless it had done nothing to encourage or to bring about that situation. The San Francisco organization had been formed somewhat later than that of Stockton; he therefore suggested that it could not have been the direct or indirect cause of the Stockton labor war.

The association did not engage in price setting or in dissem-

inating business information. It was solely an anti-union organization. It conducted a labor employment office from which its members might obtain, according to its statement, "satisfactory and non-union" workers. The extent of the membership of the organization was not given to the public. Down to date (1917), it has made no move of any importance in San Francisco other than aiding indirectly in the fight against organized labor.

In addition to the Merchants' and Manufacturers' Association there were a number of employers' associations existing in various trades. These, so far as they relate to the field covered by this study, will be considered in detail in subsequent chapters.[4]

[4] During the past two years (1916–1917), the San Francisco Chamber of Commerce has waged a very active fight against organized labor in San Francisco. Inasmuch as that organization is not primarily an employers' association, it is not considered in this study.

CHAPTER III

COLLECTIVE BARGAINING

Introduction

With the exception of the building trades unions, the labor organizations affiliated with the Labor Council, as well as the Labor Council itself, have consistently stood for the broadest policy of collective bargaining and the use of the trade agreement. In many cases it has been impossible to carry out this policy because of the non-existence of an employers' association in the particular line of work concerned, but whenever conditions have been conducive to collective bargaining of the proper sort, the unions of the Labor Council have usually been quick to make use of it. The Labor Council has stood committed to the policy of trade agreements of a determinate character. It has also done all within its power to compel the unions to live up to their agreements, and in this endeavor it has been generally successful.

At the time covered by this study (1915), the unions in San Francisco could be roughly grouped into six broad divisions: (1) the brewery trades; (2) the metal trades; (3) the teaming trades; (4) the printing trades; (5) the miscellaneous trades, and (6) the building trades. This classification is made because it represents a gradation of types of organizations ranging from a group of trades that had long enjoyed a very complete system of collective bargaining and trade agreements to a group which openly claimed that its members did not believe in collective bargaining based on trade agreements. It is an interesting commentary upon the situation that these two extremes, the brewery workers and the building trades employees, had been the most successful among the organized workers of San Francisco in obtaining the greatest benefit in such matters as hours, wages and conditions of employment. They also represented the two groups of trades in which there had been the least amount of labor difficulties, such as strikes, boycotts, etc. In both instances,

however, credit must be given: (1) to the type of workmen concerned, skilled in both cases; (2) to the effectiveness of the unions represented; and (3) to the one hundred per cent organization existing in both groups.

In the case of the brewery trades, there had existed a system of trade agreements, followed for years, which had brought benefits to both employers and employees. Both parties were thoroughly organized, but owing to the nature of the trade the employers were not free to resist the demands of the unions because of the effectiveness of a boycott on beer.

In the metal trades, both employers and employees were well organized, although some of the unskilled workers, such as the foundry employees and machine hands, were only partly unionized. The more important of the two employers' associations, viz., the California Metal Trades' Association, had always been a militant organization and thus prevented any dictation of terms of employment by the unions. Because of the nature of the trade, the unions were not able to use the strike or boycott as effectively as did the brewery workers. Then, too, the Iron Trades' Council, being composed of unions, each affiliated with a separate national or international union, was not such an effective, cohesive bargaining body as was the local joint executive board of the brewery trades' unions, which, as will be seen later, was composed of representatives from three branches of the same international union. In both cases, i.e., in the iron trades and in the brewery trades, the members of the unions were skilled craftsmen, thoroughly organized, whose representatives, meeting in conference with the representatives of the employers' associations, drew up a written agreement running for a definite length of time and covering the working conditions in the industries concerned.

In the third group of trades, the teaming trades, a confusing mixture of the principles above discussed was found. The workers were both skilled and unskilled, and some thoroughly and others partially organized. A strong, well directed local joint executive council, composed of representatives of unions affiliated with the same international union, assisted in making

collective bargaining more effective. Investigation disclosed written agreements for a definite as well as for an indefinite length of time, oral agreements, agreements drawn up in conference with representatives of employers' associations, and agreements drawn up by the union and presented to the individual employer for his signature, or merely presented to him without his signature being requested, the union taking this method of notifying him as to what it considered should be the ruling scale of wages, hours and conditions of employment. In spite of this confusing state of affairs, the ideal sought was that of effective collective bargaining and trade agreements.

In the printing trades, both parties were thoroughly organized, but a rather complete system of collective bargaining existed only between the printing trades unions and the newspaper publishers. On the jobbing side of the printing business, the employers were well organized into the Franklin Printing Trades, but not for the purpose of engaging in collective bargaining. Trade agreements had not been customarily engaged in, although an agreement had existed between the bindery men's union and the Franklin Printing Trades since 1910. This agreement could be abrogated or changed only upon ninety days' notice by either party. It was a closed shop agreement and covered hours, wages and working conditions. The Franklin Printing Trades had no written contracts with any other union at the time covered by this study, but its members as a rule employed only union members. The Allied Printing Trades' Council was composed of unions of skilled craftsmen affiliated with different national or international organizations. It was not a powerful or very active organization, and without an aggressive central body to assist the affiliated unions in framing and presenting their demands, as well as in making their demands more effective, it is impossible to expect a complete system of collective bargaining and trade agreements to exist.

In the fifth group of trades, the miscellaneous trades, a miscellaneous assortment of unions and a miscellaneous assortment of practices existed. There was no unity as a whole either among the employers or among the unions represented. Some of the

trades had employers' associations, others did not. Among the workers there was no allied council, except in the case of the provisions trades (and the Provisions Trades' Council was not an effective organization), to assist in collective bargaining. There were a few signed agreements, but the customary practice of the employers was to hire union men and to pay the union scale.

In the remaining group of trades, the building trades, there was a complete absence of collective bargaining based on trade agreements.[5] The unions made a practice of drawing up their demands, having them approved by the Building Trades' Council, and then notifying the employers that they were expected to pay the scale thus placed before them. If objections were raised by the employers, a conference could be held at which difficulties could be threshed out and points of disagreement settled. The employers were, for the most part, thoroughly organized, but for trade purposes only, not for collective bargaining.

In the pages which follow, I have presented in considerable detail a study of collective bargaining based on trade agreements in four of these groups of trades, i.e., the brewery, metal, teaming, and building trades. An investigation of conditions existing in other groups of trades disclosed no significant difference in practices as contrasted with the collective bargaining methods of the groups selected. For sake of ease of presentation I have gathered together in appendix C all matters relating to the adjustment of jurisdictional disputes by organized labor in San Francisco.

It should be noted that this survey deals only with agreements and union rules in effect in May, 1915, at a time when war prices and war conditions had not as yet influenced the trade union movement of San Francisco to any noticeable extent. It thus attempts to portray certain phases of trade union activity and the results thereof during what might be called normal times.

[5] In August, 1912, the Building Trades' Council and the Labor Council drew up an agreement with the officials of the Panama-Pacific International Exposition in which wages and conditions of employment were agreed upon to hold during the period of the Fair construction, thus insuring freedom from labor difficulties.

A. The Brewery Trades

The brewery trades of San Francisco represented the most thorough-going, and in many respects the most perfect, system of collective bargaining in the district. This is to be accounted for by the thorough organization of employers and employees in the trade, by the character of the workmen concerned, by the long experience of both employers and unions with collective bargaining, and by the nature of the industry itself.

The Brewery Workers' Union of San Francisco was organized in June, 1886, with 325 members. It contained brewers, maltsters, drivers, bottlers and all other employees engaged in the brewing industry. It did not affiliate with the national brewery workers' union until some years later. In 1915 there were three bodies of organized brewery workers in San Francisco, all of which were affiliated with the International Union of the United Brewery Workmen of America. Brewers' and Malsters' Union, No. 7, had a membership of approximately 600, of which 210 lived in San Francisco, 30 in Oakland, 64 in Los Angeles, 76 in San Diego, 47 in Fresno, and 54 in Sacramento. Beer Drivers' and Stablemen's Union, No. 227, was organized in 1901. It had a membership of about 625, of whom 325 lived in San Francisco, the remainder being employed in the other cities above mentioned. Beer Bottlers' Union, No. 293, was reorganized March 4, 1902. It had a membership of about 450, of whom 238 resided in San Francisco, 140 in Los Angeles, 50 in Sacramento and 40 in Oakland.

The territorial jurisdiction of these unions, as is to be noted from the above, extended over the entire state. Separate branches of each association were organized in different cities of the state, but each branch was subordinate to its respective local in San Francisco. Some years ago the beer bottlers of Los Angeles organized a local union. At the time of the strike in that city in 1911, it had about 350 members. After the strike, however, it became a branch of the San Francisco Beer Bottlers'

Union. This policy of centralization provided a most effective basis for collective bargaining with the employers.

The governing body of the local unions and their branches was the Joint Local Executive Board, chosen according to article IV of the constitution of the international union, which provided that each local union should be entitled to one representative on this board "for every hundred members or fraction thereof, but no union had a right to send more than five delegates." The joint board acted as the controlling body in all strikes and boycotts; it presented the agreements of the various branches of the brewery workers to the employers' associations, and also took an active part in enforcing those agreements when once adopted. It controlled the distribution of the union labels, levied assessments and transacted such other business as was of concern to the local unions and their branches.

BREWERY EMPLOYERS' ASSOCIATION

Among the employing brewers in every city of size in California, there was a local Brewers' Protective Association. In San Francisco there was also a Beer Bottlers' Board of Trade. A state-wide organization, "The California Brewers' Protective Association," also existed, but it was concerned solely with the task of protecting the brewing industry against antagonistic local and state legislation, and not with collective bargaining.

BREWERS' PROTECTIVE ASSOCIATION

The Brewers' Protective Association of San Francisco and vicinity was incorporated in 1874. In 1880 it had a membership of thirty-seven breweries, practically all of which were small plants. In 1915, although the association was a 100 per cent organization, it had but eighteen breweries and three malt houses as members. These establishments were all located in San Francisco and Alameda counties.

Any person or firm engaged in the brewing industry could become an active member of the association. Malsters and hop dealers could only become associate members. Active members had one vote each. Associate members could not vote, but could take part in the deliberations of the organization.

The association was governed by a board of seven directors. The members of this board chose from among their number a president, vice-president, treasurer and a finance committee of three. They also chose a secretary who might or might not be a member of the association. The officers held during the pleasure of the board of directors or until their successors had been elected and had qualified.

The objects of the organization as outlined in the second article of its by-laws may be briefly summarized to have been the furtherance of the interests of the brewing industry and its protection against inimical legislation, the fixation of prices,[6] the dissemination of business information among its members,[7] the promotion of fair and honorable competition, and collective bargaining. Its members were bound by the agreements of the association. Violations of its by-laws or of any of its regulations were punishable by a fine of $25 or by expulsion. The association was not a member of the National Manufacturers' Association. It paid no strike insurance.

From the standpoint of the brewery workers' unions, the employers' organization was an invaluable aid in making collective bargaining more easily attainable and also much more effective than would otherwise have been the case.

BEER BOTTLERS' BOARD OF TRADE

Although for some years prior to 1906, the employing bottlers of San Francisco had been rather loosely organized into the Bottlers' Protective Association, on June 21 of that year the Beer Bottlers' Board of Trade was incorporated and had continued down to the time covered by this study. In 1915, it was composed of twenty-three bottling establishments, seven of which were also breweries. Three bottling companies were not members.

---

[6] Article XV of the by-laws declared that the "minimum price at which malt liquor can be sold and marketed at a reasonable profit may be established or changed at any regular weekly meeting of the members, but at least one week's notice in open meeting must be given."

[7] The secretary kept a list of delinquent debtors of the members of the association. All members were notified of the names and addresses of the delinquents. No member was permitted to furnish any money, malt liquor or merchandise of any sort to such delinquents.

One of the original purposes for which the Bottlers' Board of Trade was organized was the abolition of the marked bottle. In this it had been successful, only the plain bottle being permitted in the territory controlled by the association, i.e., the City and County of San Francisco and the northern part of San Mateo County. Various sections of the constitution and by-laws of the organization prescribed the methods according to which the members were to conduct their business. Advertising of a rebating character was prohibited. Prices for boxes and cases and the size of the bottles to be used were fixed. Various other regulations of a trade character were also imposed. Although its constitution and by-laws did not mention collective bargaining and trade agreements, the organization had always associated itself with the Brewers' Protective Association for the purpose of bargaining collectively with the representatives of the union men employed. Its committee of one or two, as the case might be, always took part in the conference at which the agreements were drawn up.

The organization was governed by a board of seven directors, elected annually. Each member of the association had one vote. The directors chose from their number a president, vice-president and treasurer. They also chose a secretary, who might or might not be a member of the association. Application for membership had to be accompanied by an offer to give to the organization a sum of money, the amount of which should be determined at the rate of $150 for every hundred barrels of beer, or fraction thereof, bottled for sale in the City and County of San Francisco during the month of March preceding the date of application for membership. This sum was used by the association to establish its credit and to enable it properly to carry out the objects for which it had been organized, such as purchasing boxes and bottles to be resold to its members, acting as a clearing house for used bottles, etc. The books of each member were audited once a year by the committee on membership so that a proper basis could be secured for pro-rating to the members all bottles necessary for future use, and also for fixing the sum of money to be assessed annually upon each member.

THE AGREEMENT.

The first agreement entered into between the breweries and their union employees was signed on July 22, 1887, and brought to a close a very serious strike which had lasted for several months. The satisfactory terms secured by the workers were due to a great extent to the assistance rendered the striking brewery employees by the local Federated Trades' Council. The agreement was as follows:

I.

Only union men shall be employed, but when it is impossible to get capable union men, the employers shall have the right to hire non-union men, with the understanding that such men shall immediately apply for membership to the union.

II

All locked out and striking members of the Beer Brewers' and Malsters' Union, now out of employment, shall be given employment either in a brewery or malt house immediately.

III

All non-union men now employed, upon application, shall be accepted as members of the union.

IV

Should any employee, through sickness, be prevented from performing his work, such employee shall after regaining his health be re-instated in his former position, provided such sickness does not exceed two months.

V

It shall be at the option of each employee to board and lodge where and with whom he pleases.

VI

The following shall be considered cogent reasons for the discharge of employees: (1) negligence in the performance of his duties; (2) dishonesty; (3) lack of respect towards his employers or foreman; (4) unavoidable circumstances which render a reduction of the employed forces necessary.

VII

Ten hours shall constitute a week-day's work. Sunday work shall not exceed three hours in the breweries and five hours in malt houses; apportionment of time to be agreed upon between the proprietor or foreman and the men employed. In the lager beer department of the breweries, ten consecutive hours, with the exception of meal time, shall be considered a week-day's work.

VIII

Minimum wages: employees in wash-houses, fourteen ($14.00) dollars a week; employees in malt houses, brew, copper and fermenting departments, sixteen ($16.00) dollars a week. Overtime to be paid at the rate of thirty cents an hour in breweries and fifty cents an hour in malt houses.

IX

All employees shall be allowed free beer in moderation while at work.

X

Should any employee stop working, he shall be entitled to a certificate setting forth his ability and honesty.

XI

Any amendments or alterations to these rules can only be made by consent of both contracting parties.

Other agreements were made from time to time. When the unions of the beer bottlers and the beer drivers were formed, they naturally followed the precedents which had been established by the brewers and malsters and drew up agreements with the employers covering the conditions of employment for their members.

In later years, the agreements were, for the most part, entered into willingly by the employers, although there were some clauses in the late agreements relating to the hiring and discharging of men to which the latter objected strenuously. The reason for this evident willingness of the employers was due to a great extent to the nature of the brewing industry. Any additional cost arising as a direct result of higher wages, shorter hours, etc., could be comparatively easily shifted onto the consumer. The agreements represented a compromise to a very great extent, especially in connection with the matter of wages. For example, at the time the agreements of 1913 were drawn up, the brewers and malsters demanded $27.00 per week, but the employers were willing to concede and did concede only $25.50.

The process of drafting agreements in the brewing industry was as follows: The executive committee or the executive board of each of the three unions concerned drew up an agreement covering the work of the members of the union concerned. These individual agreements were then referred to the union for its approval. They then had to be approved by the Joint Local Executive Board, to which reference has been made above. This board then presented them to the two employers' associations for their consideration. Meetings were held between the representatives of the employers' associations and the members of the joint

board, and the terms of the agreement were threshed out. The agreements of 1913 were drawn up after a conference of four days. All of the three agreements were discussed at the same time. Before being signed, they were referred back to the individual unions for ratification. When ratified they were signed on the same day by the duly authorized union officials and then forwarded to the executive board of the international union for final approval.

The agreements have usually run for a period of three years. The agreements of 1913, however, were for four years and were signed on May 13, 1913. Provision was made in the agreements of that date that if no request were made by either party for a change in the terms of the same, they were to be automatically extended to May 15, 1919.[8] Each of the agreements contained the following clause: "Provided, however, that in case the territory in which any brewery is located goes prohibition, then this contract may be terminated as to such brewery by the giving of a thirty (30) day notice to the Joint Local Executive Board." The agreements have always been for a definite length of time, rather than for an indeterminate period. It was felt by both parties that such an arrangement was more satisfactory than any other could possibly be, because each side would thus more easily know upon what to depend in making plans for the future.

The agreements between the Brewers' and Malsters' Union and the Brewers' Protective Association of San Francisco covered the City and County of San Francisco, Alameda County (in which are located Oakland, Berkeley and Alameda), and the cities of San Raphael and San José; those of the Beer Bottlers' Union covered San Francisco, Oakland, Sacramento, and Vallejo (also Salinas, Watsonville and Santa Cruz except as to wages); while those of the Beer Drivers' and Stablemen's Union covered only San Francisco and Alameda counties. The area covered by the various agreements had remained the same for a number of years past.

The branches of the three brewery unions of San Francisco located in other cities also made a practice of drawing up agree-

[8] In May, 1917, however, new agreements were drawn up.

ments with the local employers' associations in the brewing industry. These agreements were always dated on the same day as were those of the San Francisco unions and also had to have the approval of the Joint Local Executive Board of San Francisco as well as that of the executive board of the international union.

Analysis of Conditions of Employment

Wages.—In 1887 the work in the brewery was divided into three departments: (1) wash-house men with wages at $14.00 per week and upwards; (2) brew, copper and fermenting department employes with wages at $16.00 and upwards; and (3) malsters with wages at $16.00 and upwards. Overtime for the first two classes of employees was paid at the rate of $0.30 per hour; for the last class, at $0.50 per hour. In 1889, the wages of the brewers and malsters were $15.00 per week. From 1891 to 1899 their wages varied from $15.00 to $17.00 per week. In 1899 a flat rate of $18.00 was established; in 1901, $20.00; in 1904, $21.00; in 1907, $24.00; and in 1913, $25.50. No piece work was permitted. Overtime at first was paid at the rate of $0.50 per hour, then at $0.60, and finally at $0.75 in 1907, at which rate it remained in 1915. Wages were to be paid weekly and in legal currency of the United States.[9]

According to the terms of the 1913 agreements, the wages of the beer bottlers were placed at $22.50 per week, payable in legal currency of the United States. A minimum of four days' employment per week, regardless of circumstances, was also secured. Overtime and holiday work was to be paid at the rate of double time, except when Sunday preceded or followed certain holidays on which the agreement permitted no work to be done. In such cases, Sunday work was to be paid at the rate of time and a half.

The Beer Drivers' and Stablemen's Union was made up of two groups of workers, the keg drivers and stablemen employed by the breweries, and the bottle beer drivers and stablemen employed by the beer bottling establishments. Owing to the

[9] One of the demands granted as the result of the strike of 1887 was that weekly rather than monthly payments of wages should be made.

nature of the work performed by each group, it was necessary that this union draw up two agreements, one with the breweries and one with the bottling establishments. Differences in the terms of these two agreements will be noted in the succeeding discussion.

The 1913 agreement of the drivers and stablemen with the bottling establishments provided for the following wage scale:

Stablemen	$24.00 per week
Extra drivers	24.00
Keg beer route drivers	28.00
Extra auto drivers	25.00
All shipping drivers	24.00
Bottle beer route drivers	23.00
Three and four horse shipping drivers	26.00
Bottle beer auto drivers	23.00

Provided, that the above-stated salary for Bottle Beer Drivers shall mean remuneration for the delivery of 1200 boxes or less per month. All Bottle Beer Route Drivers delivering more than 1200 during any calendar month shall receive additional remuneration as follows:

1201 to 2000 boxes	4 cents per box
2000 and over	3 cents per box

Bottle Beer Route Drivers in Alameda County to receive $25.00 per week without commission.

Wages shall be paid weekly, while the above mentioned extra remuneration shall be paid at the end of each month.

... Overtime to be paid for at the rate of sixty-five cents per hour or major fraction thereof....

It is to be noted that a bonus system made it possible for drivers to earn more than the minimum wage agreed upon. One of the employers interviewed stated that his men earned from $50.00 to $150.00 per month over the minimum wage because of the bonuses paid. This system was first introduced in 1895 by the Rainier Beer Company. The plant of that company was operated as an open shop until 1900, when it was unionized only upon the express stipulation that the unions would require all bottling plants to adopt the method of paying bonuses then in effect at the Rainier Company's plant. The union objected to the bonus system because of opposition to piecework, but the employers felt that inasmuch as the drivers had to be salesmen

as well as drivers, something should be done to encourage them to build up their patronage and keep their routes in good shape. The union, however, attempted to take the heart out of the bonus system by reducing the bonus and at the same time increasing the weekly wage. At first the weekly wage was $15.00 with a bonus of $0.05 for all boxes delivered in excess of 2000. The rate fixed by the 1913 agreements, as noted above, was $23.00 per week with a bonus of $0.03 for all boxes delivered in excess of 2000. It was felt by the employers that the ultimate elimination of the bonus system would kill the friendly relations that had always existed between them and their bottle beer drivers. Under the bonus system the drivers naturally feel that the interests of the employers are the same as their own, because the greater the sales of beer, the higher are the wages earned and the greater are the returns going to the employer.

Where there were ten or more horses to be cared for, the agreement required that a stableman be employed. Where there were less than ten horses and no stableman employed, drivers and helpers were to be paid an extra wage of $3.00 per week of six days, or $4.00 per week of seven days if they cared for their teams. If less than a full day were required of the drivers on Sunday in caring for their teams, the wage paid was to be at the rate of $0.65 per hour or fraction thereof. Stablemen were to do nothing but stable work, except in cases of emergency, when, according to the terms of the 1913 agreement, they had to be paid at the rate of $0.65 per hour or fraction thereof, or in case there were less than ten horses to be cared for, the stablemen could do some shipping work.

The agreement drawn up by the drivers and stablemen with the breweries established the following wage scale:

Route drivers	$28.00 per week
Shipping drivers, two horse teams	24.00
Shipping drivers, three or four horse teams	26.00
Watch wagon drivers	24.00
Stablemen	24.00
Auto truck drivers	25.00
Helpers, including helpers on auto trucks, $4.00 per single day, or week	24.00

It was required that wages be paid weekly. All overtime was to be paid at the rate of $0.65 per hour or major fraction thereof. Stablemen doing other than stable work were to be paid an extra sum of $0.50 per hour or fraction thereof, except in those cases where two or more stablemen were employed, then one might do some extra shipping without extra remuneration, or where there were less than eight horses, then one stableman might do likewise. A stableman had to be hired if there were eight or more horses to be cared for. Where no stableman was required to be employed, drivers or helpers were to receive an extra wage of $3.00 per week of six days for caring for their horses, or $4.00 for seven days a week. If less than a full day were required for such work, then the rate of pay was to be $0.65 per hour or fraction thereof.

Hours.—Prior to the strike of 1887, the hours of labor had been fourteen or more per day. The agreement of 1887 reduced the working day to ten hours. In the lager beer department it was fixed at ten "consecutive hours," although in the steam beer department, the division of the day's labor was left to the mutual agreement of foremen and employees. It was not until 1889 that the eight-hour day was secured.

The 1913 agreement of the brewers and malsters prescribed that:

> Eight consecutive hours, with an interval of one hour for meals, shall constitute a day's work, and six days, a week's work. The regular working day shall not commence before 7 A.M. and shall not continue after 6 P.M. All work done before 7 A.M. and after 6 P.M. shall be considered overtime, ... provided, however, that the night man or night men and the men employed in the brew house shall work eight consecutive hours with an interval of one hour for meals, but the time when the work shall commence shall be left to a mutual understanding between the employer and the employee or employees concerned. All work done over eight hours per day shall be considered and paid for as overtime.... First cellarmen and coopers are governed by the same rules relating to working time and pay.
>
> All Sunday and holiday work shall be considered overtime ...; the following days shall be considered holidays: the Fourth of July, the Labor Day of the American Federation of Labor, Christmas Day and New Year's Day.

The agreement of the beer bottlers fixed the workday at eight consecutive hours with one hour off for meals, six days to con-

stitute a week's work. The day's work was not to begin before 7 A.M. and was to close at 5.30 P.M. It will be remembered that the workday of the brewers and malsters closed at 6 P.M. In the event of a breakdown in the morning, the agreement required that the bottlers be kept at work until noon, while if the breakdown occurred during the afternoon, they had to be kept on the job during the remainder of the afternoon. Bottlers could not be laid off for more than two days out of the week, except in case of a breakdown. No overtime could be put in during the dull season. The following days were designated as holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day and Christmas.

Under the terms of both the brewery and bottling establishment agreements with the drivers and stablemen, six days were to constitute a week's work. Beer was not to be delivered on Sunday except in case of absolute necessity. Sunday work was to be paid for at the rate of $0.65 per hour. The agreement with the bottling establishments required that no orders should be delivered on Sunday when received after 10 A.M. or on Labor Day, although on the Sunday preceding Labor Day or preceding or following other holidays, beer could be delivered, but no overtime was to be charged for Sunday work under such circumstances if no work were done on such holidays. Bottle beer route drivers were not to report for work before 7 A.M. They were not to care for their horses and wagons or to harness their horses, or to do any shipping work. Bottle beer ordered after 5 P.M. was to be delivered only by extra drivers. The workday was set at ten hours for keg beer drivers, shipping drivers and extra drivers, as well as for stablemen. The length of the workday was not fixed for the other classes of employees. Stablemen were to put in their hours between 6 A.M. and 8 P.M. If a night stableman were employed, his ten hours had to be put in between 7 P.M. and 6 A.M.

The agreement of the drivers and stablemen with the breweries declared that ten hours were to constitute a day's work, meal time included. Route drivers, helpers and shipping drivers

were to put in their day between the hours of 7 A.M. and 6 P.M. Drivers were not to work on Labor Day after 9 A.M. Watch wagon drivers were to put in but ten hours per day and at a time determined by them and their employer. Stablemen were to work but ten hours per day and only between the hours of 6 A.M. and 8 P.M.

Shop Rules.—In addition to some of the shop rules mentioned above in the discussion of wages and hours, others were to be found in the agreements and in the constitution and by-laws of the brewery unions. The constitutions and by-laws of the latter required that employees in each establishment should elect a shop delegate whose duty it was to keep harmony among the members, to inform them regarding union matters, to instruct new members in union principles, to see that the agreements with the employers were obeyed, to foster a spirit of fraternity among the workmen, and to keep the secretary of the union informed as to the names of the members who had been put to work or who had left their employment in that establishment. He was also to attempt to preserve peaceful relations between the employer and his men. The actual shop rules of the three branches of the international union were practically the same and were found for the most part in the agreements under discussion.

All of the agreements required that the workers be furnished good beer free of charge during their working hours; also that employees be permitted to live and board where they wished.

The agreement of the brewers and malsters required that the employer furnish the men with a dry room equipped with lockers, so that they might change their wet clothing at the end of the day's work. The constitution and by-laws of the local union declared that:

> Members of this Union can perform only such work for which they were examined and found competent at the time of their admission. The Secretary shall carefully see to it that every membership book and also the employment list gives the department in which the comrade qualified for membership.[10]

[10] Art. XIV, sec. 6.

The constitution and by-laws of the local Beer Bottlers' Union provided that all members were to perform their work properly or be fined, expelled or suspended, as the executive committee might decide.[11] Workmen were warned against drunkenness while employed.[12] They were not permitted to reside on the premises where employed.[13] Sons of proprietors who performed regular work had to belong to the union.[14] The employer was to supply emergency bandages and medicines free of charge to be used in case of accident.[15]

The agreement of the drivers and stablemen with the bottling establishments declared that bottle beer drivers were not to be compelled to collect charges when orders had been delivered by extra drivers, unless compensated for so doing by being credited with the sale. Not more than one bona fide proprietor in one beer bottling establishment was to be permitted to drive a wagon. Bottle beer drivers, who left beer on credit when authorized to do so, were to take a receipt from the customer, and when the receipt was turned over to the employer, were to be freed from all responsibility in connection with the payment of the sum in question. Dishonest employees, discharged from their places because of the embezzlement of funds, were to be dropped from the union after having been found guilty of such charges after a fair trial before the union. Drivers were to furnish a surety bond against embezzlement only in accordance with a mutual understanding between the individual employer and his men, but such bonds, if required, were to have no bearing on the obligation of the worker to his union. The agreement of the drivers and stablemen with the breweries provided that only one bona fide proprietor or shareholder of a brewery at a time might act as a driver or helper on the wagon belonging to the proprietor.

The constitution and by-laws of the local drivers' and stablemen's union declared that members who did not perform their

[11] Art. XVI, sec. 1.
[12] Ibid., sec. 2.
[13] Art. XVI, sec. 7.
[14] 1913 Agreement, sec. 10.
[15] *Ibid.*, sec. 3.

work satisfactorily, or who did not treat their foremen and employer with respect, might be fined, suspended or expelled as the executive committee of the union might decide.[16]

Closed Shop.—The closed shop was granted by the terms of all of the 1913 agreements. It was required that the employers hire all of their men through the employment offices of the brewery unions.

The agreement of the drivers and stablemen with the bottling establishments stated that:

> employers may engage a Bottle Beer Driver from outside of the Union in case the Union should be unable to furnish such employer with a Bottle Beer Driver, who must be satisfactory to both parties, and such men must file application for membership with the Union and must deposit the initiation fee with the Secretary of the Union before being put to work.

None of the other agreements in the brewery trades contained a similar provision.

In none of the agreements, and in no case in actual practice, was the "check off" system provided as a means of ensuring the closed shop.[17]

Union Foremen.—The constitution of the International Union of the United Brewery Workmen declared that "Members, who are advanced to the position of foreman, cannot hold membership in the International Union, provided they do not perform the regular work of a workingman. First men in the various departments must belong to the Union."[18] This rule was followed by the local brewers' and malsters' union and by the beer drivers' and stablemen's union, but in the case of the beer bottlers' union it was slightly modified. Only one foreman is required in a bottling establishment. The constitution and by-laws of the local union stated that members who were advanced to the position of foreman should not be granted a retiring card by the union unless they had more than five men working under their

---

[16] Art. XIV, sec. 1.

[17] Under the check off system, the company agrees to collect from all of its employees, the fees, fines and assessments levied by the union, and to turn such sums over to the treasurer of the union. By this means, all employees are always paid-up members of the union.

[18] Art. XI, sec. 8.

supervision.[19] The 1913 agreement of the beer bottlers declared that foremen who did a regular journeyman's work had to belong to the union. It also permitted only one official of the firm, whether he be an employer, partner or stockholder, to do any work in the establishment.

Restriction of Output.—Among the brewers and malsters no evidences of any restriction of output were found. Among the beer bottlers, however, restriction of output was openly practiced. Nothing was contained in the 1913 agreement of the beer bottlers that related to the restriction of output, except that:

> It is agreed that all employees shall receive equal chances at any spare work performed on days that the shop is not bottling, whether such spare time work is considered bottlers' work or not. Men who work on these spare time days or lay-off days, shall not be permitted to wash bottles or bottle beer. No overtime shall be worked during the dull season.

In actual practice, however, attempts were made to restrict output in many ways. The employers complained that the men did about as they wished, and that they did as little work as possible. Piecework was not sanctioned by the bottlers' union. The union members insisted that no worker should pick up more than two bottles at a time for the purpose of examining them to see if they were clean, although more could be very easily handled. In one bottling establishment investigated, the bottlers had refused to let the night watchman clean up, although he had done so for years previously. The company was compelled to stop work fifteen minutes early each day so as to permit its thirty-two employees to do the cleaning.

In the case of the beer drivers and stablemen, there was no restriction of output practiced except that which arose in connection with the efforts of the union to eliminate the bonus system.

There was no opposition to the introduction of machinery. This was the case, undoubtedly, because the union members had been successful in their demand that its introduction should not result in the discharge of any union members, and that only union men should be employed thereon and at a union wage.

[19] Art. X, sec. 1.

Recruiting the Trade.—According to the terms of all the agreements, all employees had to be union men, and in the case of the brewers and malsters and the beer bottlers, to become eligible for membership in the union, one must have served his apprenticeship.

The fixation of apprenticeship regulations had been consistently left to the judgment of the local unions by the international organization. These regulations were contained in the agreements under discussion. In the case of the brewers and malsters, the agreement provided that:

> One apprentice shall be permitted in each brewery employing not less than five members of Local Union No. 7. In case that the number of men employed shall equal twenty-five, then a second apprentice may be employed, and with forty, a third one, and one to every additional thirty. Apprentices shall be governed by the rules of the Union, and shall be instructed in all branches of the trade for a term of not less than two years. Apprentices shall not receive less than $16.00 per week for the first year, and $18.00 per week for the second year.
>
> They shall not be permitted to work overtime.
>
> They shall not be less than eighteen or more than twenty-one years of age at the beginning of their terms of apprenticeship. At the expiration of this term, if found good and capable by the examining committee of the Union, they shall be admitted to membership.
>
> Sons of brewery and malt house proprietors may be employed as apprentices (regardless of the number of the union men employed) in the breweries and malt houses controlled by their parents.

The agreement of the beer bottlers declared that only one apprentice was to be allowed each bottling establishment where five or more journeymen were employed. The apprentice could not be more than eighteen years of age or less than sixteen years at the time of beginning his apprenticeship. He was to be instructed in all branches of the bottling trade for at least two years. He was not to be permitted to work unless the required number of journeymen were employed. He was not to be kept in any position as a substitute for a union man for more than two weeks at a time. He was to receive $12.00 per week during his first year, and $15.00 per week during his second year. At the expiration of his apprenticeship he was to be admitted to the union.

In the case of the drivers and stablemen no apprenticeship existed. Any person could apply for membership and if he had ability to do the required work, i.e., driving horses or automobiles, caring for the same, collecting money, keeping simple accounts, etc., he could be admitted to membership in the organization.

The constitution and by-laws of the International Union of the United Brewery Workmen required that if the local unions were unable to supply all the needed employees from their ranks, they should secure such help as was demanded from the nearest local unions before permitting the employment of non-union men.[20] Although nothing was contained in the brewers' and malsters' agreement relative to the source from which the men had to be obtained, the constitution and by-laws of the local brewers' and malsters' union required that "All positions, such as brewers, malsters or laborers, in the union breweries, are to be filled by the union. No member is allowed to try to secure or accept employment in any other way or through the intercession of other parties."[21] An employment list was maintained by the union and vacancies had to be filled from it in rotation. The constitution and by-laws of the local union further provided that "It shall be the duty of the secretary to read the list of unemployed at every meeting and to conduct the same honestly."[22] These regulations, coupled with the fact that the union could pull a man off the job solely on the ground that he was "not in good standing" with the union, made it such that the employer had practically no control over the hiring of his men. So far as I could ascertain, there was no complaint on the part of the employers that the union had juggled the list of the unemployed or had administered it unjustly.

The agreement of the beer bottlers required that all employees in bottling establishments had to be members of the union and in good standing. All employees were to be hired through the free employment office of the union. Employers were supposed

[20] Art. IX, sec. 18.
[21] Art. XV, sec. 4.
[22] *Ibid.*, sec. 10.

to have the right to select from the list of *all* union beer bottlers out of work, but the employers upon being interviewed, complained that the list did not always contain the names of all unemployed union members. It was said that at times when the employer wanted a certain man, whom he knew to be out of work, the union official in charge of the list would take pains to see that the name of that particular union member did not appear in the list submitted. Inasmuch as the employer could not choose his men in any other way, it is evident that when such practices were engaged in, his right to hire would be doubly restricted. The agreement also provided that should the union fail to supply union members after twenty-four hours' notice, the employer could hire non-union men, but that at all times union bottlers should be given preference over non-union men. Sections 5 and 6 of article XVI of the constitution and by-laws of the local beer bottlers' union declared that members who had quit work or who had been discharged must report to the union office within three hours thereafter so as to be placed on the out-of-work list. A fine was imposed in case of failure so to report. Those members who were out of work had to report at least once a day to the union office. Failure to call three days in succession put the unemployed person at the end of the list.

According to the terms of the two agreements of the beer drivers and stablemen, employees had to be members of the local union and in good standing. They were to be secured from the free employment office of the union. A list of all unemployed union members out of work was to be furnished the employer from which he was to make his selection. The agreement with the bottling establishments provided that if the union were unable to supply the employer with a satisfactory workman, then the employer might "engage a Bottle Beer Driver from outside the Union," but before being put to work "such men must file application for membership with the Union and must deposit the initiation fee with the Secretary of the Union." No similar provision appeared in the agreement with the breweries. Article XIV, section 2 of the constitution and by-laws of the local drivers' and stablemen's union provided that "No member

shall personally apply for or take work in breweries or bottling establishments which have agreed to get all their help from the Union office. Members disregarding this regulation shall be severely dealt with by the Executive Board.'' Members out of work were to notify the secretary of the union within twenty-four hours or be held to be at work. If unemployed, they were to report to the union headquarters at least once in every two days. Those who failed to call three days in succession were to be dealt with by the executive board. The employers complained that the union was negligent in not furnishing its unemployed list immediately upon demand, frequently compelling the employer to wait for some time before receiving it.

Restrictions on Discharge.—In all of the brewery trades' agreements, it was provided that no employee was to be discharged or discriminated against for upholding union principles. Naturally this clause caused considerable friction, for whenever the employer discharged a union member, the latter could, and frequently did, claim that his discharge had been due to his activity on behalf of union labor.

The agreement of the brewers and malsters stated that any employee, who worked under the instructions of the union or who served on a committee, should not lose his position or be discriminated against therefore. In case of illness, an employee upon recovery was to receive his former position, provided his illness had not lasted longer than three months. It was also declared that:

> Should it become necessary, during the dull season, to lessen the working force, the men may be laid off in rotation in an impartial manner and for no longer than one week at a time, and it is expressly understood that there shall be no laying off for any fractional part of a day or week. The first men and apprentices are included in this lay-off system. In case brewers are laid off, no cooper shall be permitted to do their work.

This was the method adopted by the union to care for its problem of unemployment. The workers were treated alike in that all of them shared the burdens of unemployment. The time lost by each, as a consequence of this plan, amounted to from three to five weeks a year. So far as the employers were concerned, it

could not be denied that this rule worked unsatisfactorily. They were not free to hire or discharge at will.

According to the terms of the beer bottlers' agreement, should dulness of trade necessitate a lay-off, the members of the union could be laid off only in an impartial manner and in rotation for not less than one day at a time and for not more than two days per week, except in the case of a breakdown. When the breakdown occurred in the morning, the men were to be kept at work until noon; when it occurred in the afternoon, they were to be kept employed until the close of the working day. These regulations seriously interfered with the right of the employer to discharge or to regulate the number of his employees. He was unable to cull out the inferior workers. He was compelled to carry his entire crew through the dull periods of the year as well as through the rush times. One employer complained that he had to keep two crews on his pay roll for a period of five months, when in reality he had needed but one. During slack seasons, odd jobs, such as painting boxes, cleaning up, etc., were found for the men to do. This regulation of the union had for its object, the prevention of a floating unemployed group of beer bottlers, and although it succeeded in its object, it was nevertheless a heavy burden to impose on the employer. He in his turn attempted to shift the cost onto the public by charging higher prices for bottled goods. The beer bottlers' agreement also provided that in case of sickness or accident, the employee upon recovery was to be privileged to return to his former position, provided his sickness or disability did not last longer than six months. It will be remembered that in the case of the brewers' and maltsters' agreement, the period was fixed at three months.

The agreement of the drivers and stablemen with the breweries provided that:

> Where there is no lay-off system in operation at the date of the signing of this agreement, none shall be hereafter introduced. Where there are laying-off systems in operation at the date of the signing of this agreement, such laying-off systems shall be so regulated that the members of the Union... shall be laid off in rotation impartially, but not less nor more than one week at a time.

It is also interesting to note that their agreement with the bottling establishments declared that "No member of this union shall be laid off."

Union Label.—The union label was given to those establishments which complied with all of the provisions of the various agreements and with the rules and regulations of the international union. The 1913 agreement of the beer bottlers declared that the members of that organization would not handle the product of any brewery that the international union had declared to be "unfair."

Conciliation and Arbitration.—Every effort has always been made by the employers and the unions in the brewery trades to facilitate conciliation and arbitration in labor disputes. All of the 1913 agreements provided means for making conciliation and arbitration effective.

The agreement of the brewers and malsters declared that:

> Differences that may arise as to the interpretation of this agreement shall be referred to a Board of Arbitration consisting of two members of the Union and two representatives of the Brewers' Protective Association. Should these four fail to agree, they shall elect a fifth disinterested party, and the decision of a majority of the whole shall be final and binding on both parties. Employees re-instated under the ruling of the Arbitration Board must be paid for the time lost.

In the case of the beer bottlers, their agreement provided that all differences that arose relative to the interpretation of the provisions of that agreement were to be referred to a board of arbitration consisting of two members of the union and two representatives of the firm concerned. The board was to meet within two weeks of the time that a demand was made for arbitration. If the four representatives could not agree, then they were to choose a fifth disinterested party, and a decision of a majority was to be final and binding on both parties.

The provisions of the two agreements of the drivers and stablemen relative to conciliation and arbitration differed but slightly. In the agreement with the Brewers' Protective Association, it was provided that all differences should be submitted to a board of arbitration consisting of two members of the em-

ployers' association and two members of the union. In the agreement with the bottling establishments, it was provided that the board of arbitration should consist of two members of the union and two representatives of the firm concerned. In both cases, the board was to meet within fourteen days after a complaint had been made, and if the four members failed to reach a decision, then a fifth disinterested party was to be brought in, and a decision of a majority was to be binding upon both parties.[23]

Enforcement of the Agreements.—The unions in the brewery trades, because of their thorough-going system of organization and because of the character of the workers concerned, were able to enforce the clauses of the various agreements upon the employers most effectually, but the employers were not able to compel the unions to live up to their part of the contract. The latter had not always followed a strict interpretation of the various clauses of the agreements, and they had "walked out" several times in spite of the provisions made for the arbitration of disputed points.[24] All in all, however, the agreements had been lived up to in a very satisfactory manner by both the employers and the unions, and thus had served most successfully as a means of ensuring industrial peace in the brewery trades.

[23] A board of arbitration was called in but twice during 1913–1915, and then only in connection with minor and relatively unimportant matters.

[24] In 1914 there were several "walk outs" on the part of the union men in the breweries, but none lasted for more than a day.

B. The Metal Trades

The metal trades of San Francisco, without doubt, represented the best example of collective bargaining in that city. Both employers and employes were fairly well organized, and bargained with each other in a most effective manner, yet neither party was strong enough to dictate terms to the other. Hence all bargaining resulted in a give-and-take proposition by each side.

At the time with which this study is concerned (1915), the metal trades workers were very thoroughly organized into the following unions: Machinists', No. 68; Machinists' Auxiliary (known as Golden West Lodge, No. 1, Junior Order of the International Association of Machinists); Patternmakers'; Molders', No. 164 (which had an auxiliary for apprentices); Foundry Employees', No. 8; Boilermakers', Nos. 25, 205 (iron ship builders), and 410 ("layer-outs" or ship fitters); Machine Hands', No. 715; Blacksmiths' and Blacksmiths' Helpers', No. 168; Steam Fitters' and Helpers', No. 110; Mold Makers', No. 66; Horseshoers', No. 25; Carriage and Wagon Workers', No. 6; and Metal Polishers' and Buffers'. All of these unions, excepting the last five and Boilermakers', No. 205, were affiliated with the Iron Trades' Council. The Mold Makers' and the Steamfitters' unions were affiliated with the Building Trades' Council, and will not therefore be considered in this section of the study.

The Iron Trades' Council was first organized on May 11, 1885, and was the first central council of its kind in the United States. It was reorganized in 1901. It acted in an advisory capacity. It was not a vigorous, fighting organization such as the Building Trades' Council. It was far more subordinate to the Labor Council than the Building Trades' Council. It had always been very active in furthering collective bargaining. By its by-laws (art. III, sec. 3), it required that whenever any constituent union desired to make a demand for an increase of wages, an abridgement of hours or the enforcement of union principles, such union had to report the same in writing to the

Iron Trades' Council, which would then submit it to the affiliated unions. Action taken thereon by the latter had to be reported to the council within four weeks. The affirmative vote of two-thirds of all the trades represented in the council was necessary before a demand could be presented to the employer, a strike declared, or the work in question declared unfair.

The executive board of the Iron Trades' Council considered all grievances of the affiliated unions when requested to do so by the unions concerned, and endeavored to settle all difficulties arising between employers and unions in the metal trades.

EMPLOYERS' ASSOCIATION

The employers in the metal trades were organized into two distinct associations, i.e., the California Metal Trades' Association, and the California Foundrymen's Association. The primary object of both of these organizations was to deal advantageously with union labor. Inasmuch as the members of a number of the metal trades unions, frequently members of all of them, are found employed in the metal trades shops collective bargaining between the Iron Trades' Council and these two employers' associations naturally and inevitably resulted.

CALIFORNIA METAL TRADES ASSOCIATION

The California Metal Trades' Association was organized at the time of the iron trades' strike in 1907 for the purpose of coping more satisfactorily and effectively with the situation which existed at that time. In 1915 it had about one hundred members and represented about $200,000,000 capital. Its membership was confined to San Francisco and Alameda counties.

The objects of the association as stated in article II of its constitution were as follows:

> To encourage closer craft and commercial relations among its members in the interest of the industry.
>
> To secure and to preserve equitable conditions in the work-shops of its members whereby the interests of both employer and employee shall be properly protected.
>
> The investigation and adjustment of any question arising between members and their employees which may be referred to, and come within, the jurisdiction of the Association.

Membership in the association was confined to those persons, firms or corporations in California, owning or controlling manufacturing plants operating principally in the metal trades, in which were employed machinists, molders, core-makers, boiler-makers, patternmakers, joiners, carpenters, blacksmiths, housesmiths and architectural iron workers, ship fitters, calkers, riveters, steam fitters, millwrights, polishers, buffers, brass workers, iron and steel ship builders, structural iron workers, sheet iron workers, coppersmiths, tinsmiths, electrical workers or machine operators, or any apprentices or helpers to any of the above or any other kindred trade which the association might from time to time approve. No exclusion was practiced. Application for membership had to be made to the secretary of the association. An 80 per cent vote of the executive committee of the association was necessary to elect.

Members signed and deposited the following pledge with the secretary:

> We, the undersigned, do hereby covenant and agree to and with each and every member of the California Metal Trades' Association, as follows:
>
> In consideration that fair dealing is the cardinal principle of this Association, we pledge ourselves to be governed by and to obey its Constitution and By-Laws, and all rules made in conformity with the same, provided that they do not conflict with the Constitution or any law of the United States, nor of the State in which we transact business, and as evidence of our good faith so to be governed and so to obey such Constitution, By-Laws and rules, we agree to furnish such security or guaranty, or make such payments as an Executive Committee composed of craft organization representatives may from time to time demand.

An applicant for membership had to pay into the reserve fund of the association an initiation fee equal to such proportion of the unexpended balance of the reserve fund at the time of his election as the total number of operatives employed by him bore to the total number of operatives employed by all members of the association, based on the last quarterly report of such members. Resignations could be accepted only by an 80 per cent vote of the total votes represented on the executive committee, but members could not resign during a strike, lockout or labor difficulty of any kind. A member could be expelled by the same vote.

The affairs of the association were in the hands of an executive committee composed of two delegates from each of the various craft organizations in the association. The executive committee selected from its own members, a president and vice-president of the association, each of whom served for a term of six months. It also appointed a secretary, as well as an auditing and finance committee of three.

The craft organization system of administration was adopted so as to tie together more securely the various interests represented in the association. In the plan as first adopted in 1907, five "craft divisions" were provided: the Electrical Manufacturers', the Iron and Steel Founders', the Master Boilermakers', the Master Machinists, and the Mastern Patternmakers'. The constitution and by-laws in effect in 1915 changed the above mentioned craft divisions to "craft organizations." Provision was also made whereby three or more members of the association employing a total of fifty or more operatives engaged at a trade not covered by a craft organization might form a craft organization of their own by making written application to the executive committee. Or if it were deemed advisable to withdraw from an already existing craft organization so as to bargain more effectively with the particular class of operatives employed, three or more members employing fifty or more employees might withdraw and form a new craft organization in that line of work, but only after having received the approval of the executive committee.

Each of the craft organizations elected annually by ballot a "craft committee" composed of three of its active members. This craft committee then appointed from its own members or from the active members of the craft organization concerned, three delegates, two active and one alternate, to represent that craft organization on the executive committee of the California Metal Trades' Association. The craft organizations held regular meetings at which each member was represented by a duly accredited representative. No person who was affiliated with a labor union was permitted to be present at such meetings unless specially invited to be in attendance. One-half of the members of a craft organization constituted a quorum.

Each craft organization was composed of three classes of members—active, associate and honorary. Active members were entitled to one vote at meetings of their craft organization; associate and honorary members could not vote. Honorary membership might be granted to active or associate members of another craft organization for the purpose of placing such active or associate members under the jurisdiction of another craft organization already covering, or so as to cover, the same trade. Honorary members might, with the approval of the executive committee of the association, become active members of a craft organization. Each craft organization managed its own affairs, and acted independently on all craft and commercial matters of concern to its members. By an 80 per cent vote it could make such laws, define such politics, and render such decisions as would further the interests of its members. Craft committees were the executive officers of their craft organization. Any matter of general or association interest had to be put in writing and submitted to the executive committee of the association. Unless unfavorable action were taken within thirty-five days by 80 per cent of the total vote represented on the executive committee, such action by the craft organization was to be considered approved by the association, and to be final.

Each craft organization, through its two delegates on the executive committee of the association, was allowed one vote and one additional vote for each fifty operatives or majority fraction thereof coming within its jurisdiction. An "operative" was one upon whom assessments were paid. An employee, if earning less than $0.20 per hour, was classed as one-half an operative. The number of votes allowed each craft organization was determined by the auditing and finance committee from reports furnished quarterly by the various members. Delegates from each craft organization were required to vote as a unit in the executive committee. In case a difference of opinion existed, they were to report as "not voting."

The association was not concerned with such matters as price setting, supplying business information to its members, operating a credit bureau, etc. Its declared objects were those that have

been stated above. Its primary purpose was to deal collectively with organized labor. In labor disputes, members were to proceed in the manner provided in the constitution and by-laws of the association, or forfeit all rights to financial or moral support of the association at the discretion of the executive committee. The procedure as laid down was simply to the effect that notice of any anticipated or actual trouble of an employer with his employees was to be given to the craft committee, which in its turn should report all the details to the executive committee. By an 80 per cent vote of the total vote represented in the executive committee, moral and financial aid might be extended to such involved craft organization as might be deemed necessary. The association might also supply strike breakers and take any steps necessary to assist its members. The acts of the association were binding upon all its members. It enforced its laws and decisions by fines, suspension or expulsion.

The funds of the association were obtained from initiation fees, ordinary assessments, and extraordinary assessments. Members had to pay $5.00 to the craft organization if absent from any of its meetings. Craft organizations, not represented at meetings of the executive committee, were to be fined $10.00. Any member failing to report the number of operatives employed was subject to an arbitrary assessment by the executive committee, based upon the number of operatives employed. Regular assessments, levied quarterly upon its members, were estimated by the auditing and finance committee and were based on the estimated operating expenses of the association for the quarter, plus such additional sum depending on the amount which the executive committee might desire to place to the credit of its reserve fund, which was to be used only for extraordinary purposes.

San Francisco, being a closed shop town, the conditions of employment agreed to by the association became the prevailing conditions throughout the shops in San Francisco, whether or not they were members of the association.

CALIFORNIA FOUNDRYMEN'S ASSOCIATION

The California Foundrymen's Association was formed March 12, 1914. It came into existence because the foundrymen of San Francisco, who up to that time had been affiliated with the California Metal Trades' Association, had become dissatisfied with the dilatory tactics of the latter in drawing up an agreement with the Iron Trades' Council. The foundrymen had always been the conciliatory group in the Metal Trades' Association and hence objected strenuously to its dilatory methods, especially as it looked for a while as though collective bargaining was to be abandoned. Another factor in the situation was that the field covered by the foundries is somewhat different from that of the other iron trades shops. The latter usually employ men in all branches of the metal trades, while the foundries as a rule employ only molders, patternmakers and foundry employees. The foundry employers finally withdrew and formed the California Foundrymen's Association, and later drew up an agreement with the unions represented in their shops, i.e., the molders, patternmakers and foundry employees. This agreement was for three years and was signed on September 15, 1914.

In 1915 the Foundrymen's Association was a 100 per cent organization, with about twenty members, all of whom were located in San Francisco and Alameda counties. The Union Iron Works was the only shop which belonged to both the Foundrymen's Association and the California Metal Trades' Association.

The objects of the Foundrymen's Association as stated in its constitution were:

> To secure and to preserve equitable conditions in the workshops of its members whereby the interests of both the employer and the employee shall be properly protected.
>
> The investigation and adjustment of any question arising between members and their employees which may be referred to and come within the jurisdiction of the Association.
>
> To discuss and take such action as the Association may direct upon any question affecting the interests of its members.

It did not conduct a credit bureau, nor did it set prices or disseminate business information to its members. It rendered

assistance to its members during labor troubles, and if necessary supplied strike breakers. It did not provide strike insurance. Its primary object was collective bargaining, as is shown by the following statements taken from a pamphlet issued by the association:

> Peaceful industrial conditions are conducive to the best interests of every individual employer, and consequently to the best interests of the community. The presence and potential power of such an organization as this insures greater industrial peace than would exist without it. "Discussion is the greatest of all reformers. It rationalizes everything it touches. It robs principles of all false sanctity, and throws them back upon their reasonableness."
>
> The unorganized employer is at the mercy of every whim and caprice of organized labor. His only recourse is to join with his fellow employers to handle the labor question collectively and intelligently. This Association has no quarrel with any labor organizations. It simply insists that such organizations shall not impose upon its members working conditions that are unjust and uneconomic. On the other hand it will not support a member who tries to work injustice under cover of its membership. All disputes are amicably and speedily adjusted as per the provisions of the "Shop Rules" Agreement.

Membership was open to any person, firm or corporation in California, owning or controlling and operating foundry plants. A majority vote of members was necessary to elect. Members were required to sign the following agreement:

> We, the undersigned, do hereby covenant and agree to and with each and every member of the California Foundrymen's Association as follows:
>
> In consideration that fair dealing is the cardinal principle of this Association, we pledge ourselves to be governed by and to obey its Constitution and By-Laws, and all proper rules made in conformity with the same; provided that they do not conflict with the Constitution or any law of the United States, or of the State in which we transact business.

Members could be suspended for cause by a majority vote, and expelled by a three-fourths vote. Resignations could not be accepted during a labor dispute, and could be made only by giving the secretary a sixty days' notice in writing. The initiation fee was $25.00.

The affairs of the association were in the hands of an executive committee of three members, elected by ballot for a term of one year. This committee elected one of its members president

of the association and chairman of the executive committee. It also appointed a secretary, who in addition to all other ordinary duties, acted as an intermediary between employer and employer, and employer and employee, in an endeavor to correct any abuse. The executive committee was the administrative body of the association and enforced its laws, resolutions and decisions. It met monthly. Sixty per cent of the membership of the association constituted a quorum. Each member of the association was entitled to one vote. The funds of the association were obtained by initiation fees, ordinary assessments and extraordinary assessments. The assessments were based on the monthly pay roll of the union employees, foremen and apprentices of each foundry. Assessments could not exceed $10.00 per month. The general fund was used solely for ordinary expenses; the reserve fund was used for extraordinary purposes.

In all labor disputes members were to follow the procedure laid down in the constitution and by-laws of the association, or forfeit all rights to financial and moral support of the association. In case of any actual or threatened labor dispute, the affected member had to notify the secretary of the association regarding the details of the controversy. The secretary was then to notify the executive committee and all the members of the association. The association could authorize the defense of a strike by a vote of 81 per cent of those members present at the association meeting. The conducting of such defense was placed in the hands of the executive committee or in the hands of a special committee. Any member who, wholly by himself, attempted to take any action leading to a strike or lockout, without the advice or assistance of the association or contrary to its approval, forfeited all rights as a member of the association. The decisions of the association were enforced by fines, suspension or expulsion.

History of the Agreement in the Metal Trades

The first formal agreement in the metal trades was entered into by the employers and the Iron Trades' Council on May 30, 1907. That agreement, proposed by the employers, was for three

years, and came only after a strike of six weeks' duration which had been waged for the eight-hour day by all the unions in the Iron Trades' Council. This strike was part of the nation-wide agitation carried on at that time by the iron trades' employees for the eight-hour day. The provisions of the agreement were such as to make possible the gradual introduction of the eight-hour day in the following manner: (1) Men in all shops were to return to work during the week ending June 8, 1907, on hours and pay prevailing April 30, 1907; the same minimum rates of pay were to prevail during the life of the agreement; (2) 9 hours were to constitute a day's work until December 1, 1908; 8¾ hours from December 1, 1908, until June 1, 1909; 8½ hours from June 1, 1909, to December 1, 1909; 8¼ hours from December 1, 1909, to June 1, 1910; and 8 hours after June 1, 1910. The agreement also provided a method of adjusting other questions at issue by means of a conference between the employers and the unions concerned. Employers not members of the California Metal Trades' Association signed the agreement as individuals.

At the conclusion of the three-year period, the question naturally arose regarding the continuation of the agreement or the formulation of a new one. The employers contended that they had not agreed to the eight-hour day for all time. Both sides sparred back and forth for some months. The situation finally became so serious that on August 4, 1910, the San Francisco Industrial Conciliation Board was organized.

The Industrial Conciliation Board grew out of the interest of Mr. Harris Weinstock in the labor problem. Mr. Weinstock is a prominent citizen of California and a very active member of the Commonwealth Club of San Francisco. He felt that industrial strife could be prevented by the formation of a board of arbitration. Through his efforts such a board was organized, composed of twelve employers selected by the Chamber of Commerce, and twelve employees selected by the Labor Council. All controversies were to be referred to a subcommittee of six, three representing the employers, and three, the employees.

The board met and was able to induce the contending parties in the iron trades to submit their controversy to it for adjudi-

cation. The matter was then referred to a subcommittee of the board, consisting of six members. Full power to act was given this subcommittee. This was the only case that ever came before the board. It has ceased to exist.

Hearings were held and briefs were submitted by both sides. The board, in rendering its decision, recommended the adoption of the following agreement:

> Agreement: Made this ninth day of November, 1910, between the California Metal Trades' Association and the Iron Trades' Council of San Francisco.
>
> First—The terms of this Agreement shall run from November 9, 1910, until November 9, 1913.
>
> Second—The wages provided for in the former agreement shall be in force for the full term of this agreement.
>
> Third—Disputes of any kind arising between any of the affiliated unions of the Iron Trades' Council and a member of the California Metal Trades' Association, an accredited representative of each organization shall proceed to the shop where dispute exists and endeavor mutually to settle the same, and any dispute which cannot be settled in this manner must be referred to conference, and should this conference of itself be unable to settle any questions which may come before it, it shall provide some method of adjusting the same. Pending a decision, there shall be no lockout on the part of the employers, or strike on the part of the employees.
>
> Fourth—Eight hours shall constitute a day's work until November 9th, 1911. On September 9, 1911, a conference shall be called to decide as provided in Section Three (3) of this Agreement, what hours shall be in effect from November 9th, 1911, until November 9th, 1913. This conference shall be called for the purpose of equalizing hours in force at that time among men working within the states of Washington, Oregon and California, and their decision shall become operative on November 9th, 1913.

This agreement was signed by both the California Metal Trades' Association and the Iron Trades' Council. It provided for the eight-hour day until November 9, 1911. According to the terms of the agreement, a conference was to be held between the two organizations on September 9, 1911, for the purpose solely of equalizing hours prevailing at that time among the metal trades employees of California, Oregon and Washington. The minimum rates previously agreed upon were to be continued throughout the life of the new agreement.

In September, 1911, the committees met as agreed. Each had carried on an investigation of hours of labor as called for by the

terms of the agreement. The conference, however, could reach no conclusion regarding the length of the working day to prevail during the remaining two years of the agreement. This situation had been made inevitable by the failure of the Iron Trades' Council to unionize the metal trades plants of Los Angeles and Seattle as it had hoped to do and as the Metal Trades' Association expected would be done. The members of the latter objected to having to compete with shops working longer hours than their own, and were willing to continue the agreement only with the understanding that the Iron Trades' Council succeed in organizing their competitors, thus placing all iron trades' establishments on the same competitive basis.

Failing to agree, the two parties again referred the matter to the Industrial Conciliation Board for adjustment. After considering the data submitted by both sides, the board on March 30, 1912, suggested that the Conference Committees

> meet together at the earliest possible date, and take as a basis for the purpose of discussing as to the peaceful solution of the existing controversy, the feasibility of entering into a five-year agreement on an eight-hour basis, with the present wage scale, and the privilege on the part of the employers to adopt existing shop conditions most favorable to employers operating in the East.

This resulted in the drafting of a new agreement embodying the recommendations made, but with a change in the wages of the machinists. The machinists were to receive $3.50 per day until November 9, 1913, then $3.75 for one year, and finally $4.00 until the termination of the agreement. Although ratified by the California Metal Trades' Association, it was rejected by the Iron Trades' Council, even the machinists voting against it. This rejection was due to the five-year clause, and also the fact that only one demand out of eleven for higher wages, i.e., that of machinists, had been conceded by the employers.

The conference committees again assembled and after considerable discussion, reported back a new agreement which gave the machinists a $4.00 a day minimum after November 9, 1914. The Iron Trades' Council ratified this agreement, but one of its affiliated unions, Boilermakers', No. 205, withdrew from the council because it was opposed to the agreement. The California

Metal Trades' Association then refused to ratify the agreement, (1) because the boilermakers had withdrawn from the Iron Trades' Council, and (2) because of the $4.00 minimum of the machinists.

On November 8, 1914, finding that further negotiations between the committees as constituted would be of no avail, the two associations resolved each to appoint a new conference committee in the hope that a new agreement might be framed and adopted. Although the old agreement expired November 9, 1913, its provisions were lived up to during the time that elapsed between that date and September 27, 1915, at which time another agreement was entered into.[25]

The above agreements represented a compromise; both sides were about evenly matched and neither was sufficiently strong to be able to dictate terms to the other. For a while following the incidents of 1911, it looked as though collective bargaining in the iron trades would be abandoned, but subsequent developments made its continuation possible.

The agreements were usually for fixed periods of three years each, and have covered conditions of employment in only San Francisco and Alameda counties.

The method followed was to have the agreements drawn up and considered by a conference committee of six members, three being chosen by the Metal Trades' Association and three by the Iron Trades' Council. After an agreement was so framed as to be satisfactory to both groups of representatives, it was submitted for ratification to the local unions of the Iron Trades' Council and to the individual employers of the Metal Trades' Association. The agreements did not fix in detail the conditions of employment. Much was left to the shop rules of the unions and to the various regulations imposed by the international unions laid down in the constitution and by-laws of the local associations.

Owing to the nature of the situation existing in the metal trades, it is deemed advisable to present, first of all, a brief

[25] This was a two-year agreement, which became effective October 4, 1915. It granted the machinists an increase in wages from $3.50 to $3.75 per day on October 4, 1915, and to $4.00 per day on December 12, 1915.

sketch of each union, and then to group the various regulations of the different unions under each of the customary subheadings. This will greatly simplify the presentation of this part of the subject inasmuch as it will eliminate considerable repetition.

Historical Sketch of the Metal Trades Unions

Machinists' Union, No. 68.—The largest union in the metal trades of San Francisco was Machinists' Union, No. 68, which in 1915 had a total membership of about 1500, including apprentices. This represented about a 90 per cent organization. The union was formed in 1885, and was chartered by the international organization in 1890, at which time it had a membership of about 125 machinists. Its territorial jurisdiction was confined to the City and County of San Francisco. At the time of the Spanish-American War, owing to the great demand for machinists in the shipyards, the minimum wage was voluntarily increased by the employers from $2.75 to $3.00 per day. In 1901, the machinists secured $3.25; and in 1906, $3.50.

The Machinists' Auxiliary was organized September 5, 1901. In 1915 it had a membership of about 150 apprentices. Membership was open to those who had served at least three months of their apprenticeship term. Transference to the Machinsts' Union could be made at the conclusion of the second year of the apprenticeship.

Machine Hands' Union, No. 715.—Machine Hands' Union, No. 715, was organized in 1901, and was at first affiliated with the United Metal Workers' International Union. With the absorption of the latter by other internationals in 1907, the local union became a part of the Machinists' International Union. In 1915 the local union had about eighty members. The machine hands are specialized machinists, who are engaged in but one particular part of the machinists' trade, such as working on lathes, planers, drill presses, etc. They do no floor work of any kind. At times a machine hand may become eligible to membership in the Machinists' Union because of his having picked up enough skill and information about that trade to qualify as a machinist. Before the organization of the union in 1901,

machine hands received from $2.00 to $3.00 per day, only a few receiving the latter amount. In 1915, the minimum wage was $3.00, although a few worked for $2.75 per day.

Iron Molders' Union, No. 164.—Iron Molders' Union, No. 164, was first chartered in 1867, although later reorganized in 1873. In 1915, it had a membership of about 900, and represented about a 100 per cent organization. Its territorial jurisdiction extended over San Francisco, Alameda, Santa Clara, Sonoma, Contra Costa, Solano, and Fresno counties. Its members were also to be found in Chico and Redding, California, in the state of Nevada and in the Hawaiian Islands. There were other local molders' unions in California, located at Sacramento, Los Angeles and San Diego.

Previous to the strike of 1901, the members of Molders' Union, No. 168, received $3.25 to $3.50 per day for a ten-hour day. In 1901, they gained the nine-hour day and a $4.00 per day minimum. In 1907, they obtained the eight-hour day, and on August 8, 1914, together with the patternmakers and foundry employees, they signed a three-year agreement with the California Foundrymen's Association, by the terms of which the eight-hour day and the $4.00 minimum were continued. At that time (August 8, 1914), a set of Shop Rules, which the Foundrymen's Craft Committee of the California Metal Trades' Association had previously signed, was also adopted with slight modifications. The Molders' Auxiliary in 1915 had a membership of about 100 apprentices. Membership in the latter was dependent solely upon the applicant's having served at least six months of his apprenticeship term.

Boilermakers' Unions.—In 1915 there were three boilermakers' locals in San Francisco: No. 25, organized in 1881; No. 205, organized in 1899, and No. 410, organized in 1906. The members of No. 25 were engaged solely in boilermaking shops; those of No. 205 were ship drillers, calkers, riveters, welders, and helpers on ship work; while those of No. 410 were "layer-outs" or ship fitters. In 1915, Local No. 25 had about 200 members; No. 205 had 225 members; and No. 410 had 115. The territorial jurisdiction of these locals extended over San Francisco and

Alameda counties. Local No. 410 was the only one of the three which was a 100 per cent organization. Local 205 and Local 25 were about 95 per cent organizations. There was also a Local Joint Executive Board of Boilermarkers in San Francisco which was the central authority in the city regarding all matters affecting the three locals. It met only on call.

As noted above, Local No. 205 withdrew from the Iron Trades' Council because of its dissatisfaction with the results and methods of the collective bargaining activities of the council. In fact, Boilermakers' No. 205 desired to affiliate with the Building Trades' Council, but was not allowed to do so because of a ruling of the American Federation of Labor. The members felt that their work was essentially different from that of the rest of the iron trades employees. They also objected to the red tape and delay involved in the collective bargaining methods of the Iron Trades' Council. The real grievance, however, had arisen over a list of shop rules which they had drawn up and submitted to the California Metal Trades' Association through the Iron Trades' Council, and which had not been adopted.

Patternmakers' League.—The Patternmakers' local union was formed in December, 1887, with 110 members. In 1915 it had a membership of about 165 patternmakers, and was about a 98 per cent organization. Its territorial jurisdiction extended from the Oregon line on the north to Bakersfield on the south with one member in Tonopah, Nevada. In 1915 about 130 of its members lived and worked in the vicinity of San Francisco Bay. There was another patternmakers' local in Los Angeles.

Three months before the 1907 general strike of the iron trades employees for the eight-hour day the patternmakers had secured the shorter workday, although at a reduction in pay of from $5.50 to $5.00. This caused them to go back to the nine-hour day, although they later took part in the strike for the eight-hour day, and secured it along with the rest of the iron trades employees, as has been noted above.

Foundry Employees' Union, No. 8.—Foundry Employees' Union, No. 8, was a weak and ineffective organization. In 1915 it had about fifty or sixty members who were engaged at chip-

ping, grinding, and cleaning castings, at cupola tending, and at flask repairing in and around the foundries. They received from $1.75 to $2.50 per day. The union was so poor financially that it could not afford to pay per capita taxes levied by the central bodies, and consequently was not affiliated with the Labor Council or with the State Federation of Labor, although it was affiliated with the Iron Trades' Council. The inefficiency of the union was due, as was also the case with the Machine Hands' Union, to the competition of foreign labor.

Blacksmiths' and Blacksmiths' Helpers' Union, No. 168.—Blacksmiths' and Blacksmiths' Helpers' Union, No. 168, was organized in 1900. There had previously been other locals organized among the members of that craft, but all had served only a temporary need. A Helpers' Union was organized in 1900, under a charter granted by the American Federation of Labor. In 1901, it became Local No. 316 of the Blacksmiths' and Blacksmiths' Helpers' International Union. In 1908, a local was organized in Oakland. In February, 1913, Local No. 168, Local No. 316 and Oakland Local, No. 100, were merged into one organization, and after that time had been known as Local No. 168. In 1915 it had about 225 members.

Carriage and Wagon Workers' Union, No. 6.—Carriage and Wagon Workers' Union, No. 6, with about fifteen or twenty members, was organized in 1903. In 1915 it was not affiliated with the Iron Trades' Council. Prior to its organization some of its members had been associated with Blacksmiths' and Blacksmiths' Helpers Union, No. 168.

Horseshoers' Union.—Horseshoers' Union, No. 25, having about 125 members, was a 100 per cent organization in 1915. It was not affiliated with the Iron Trades' Council.

District Council of Blacksmiths and Blacksmiths' Helpers.—These last three unions were grouped together into the District Council of Blacksmiths' and Blacksmiths' Helpers' Unions, which had jurisdiction over all territory within fifty miles of San Francisco. It acted in an advisory capacity. It employed a business agent. It had no power to declare strikes except in shops having ten or less employees.

Analysis of Conditions of Employment

The situation as regards the iron trades unions was greatly different from that existing in the case of the brewery or the teaming trades. In the brewery and teaming trades, the international unions have always given the local organizations a very wide latitude in drafting their rules and regulations. They have been privileged to draw up constitutions and by-laws suited to their particular local needs and to the conditions existing in their districts. With the metal trades, however, the reverse has been true. Their international unions have determined practically everything in connection with shop rules and union practices, and have left but little freedom to the local organizations in such matters. Hence the following analysis of employment conditions is based for the most part upon the shop rules of the national organizations, although in a few cases the local agreements, above mentioned, as well as three sets of local shop rules[26] furnish part of the data presented herewith.

Another fact which must be taken into consideration in connection with this discussion, is that in the case of the brewery and teaming trades, the various unions in each trade were members of but one international union: the International Union of the United Brewery Workers, and the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers, respectively, while in the case of the iron trades, each union was affiliated with a separate international, the only exception being that of the machinists and the machine hands.

Wages.—The minimum wage of the machinists in 1915 was $3.50. Some machinists received more than the minimum. The constitution and by-laws of the local union called for a $4.00 minimum for day work, and $4.50 for night work, but this rate was not enforced. All outside erecting and repair work had to be paid at the rate of $1.00 more than regular shop rates. All

[26] The molders had an agreement as to shop rules with both the California Metal Trades' Association and the California Foundrymen's Association. They were practically the same. The boilermakers also had a set of shop rules consisting of thirteen regulations, but not drawn up as the result of collective bargaining and not signed by any employers' association. These three sets of rules will be mentioned in different parts of the following discussion.

traveling to and from outside work had to be paid at regular shop rates plus expenses. The rate for overtime was time and a half for the first four hours, and double time thereafter. Double time had to be paid for Sunday and holiday work. Overtime work was to be discouraged.

The minimum daily wage for machine hands as set by the union was $3.00, but some of the members received as low as $2.75. Overtime rates were the same as for machinists.

Molders received a minimum daily wage of $4.00. Overtime was charged at the rate of time and a half until midnight, and double time thereafter. Sunday and holiday work had to be paid for at the rate of double time.

The minimum rate for patternmakers was $5.00. Overtime was to be paid at the rate of time and a half, except on Sundays and holidays, when it was to be paid at the rate of double time. Overtime was to be permitted only in cases of emergency and was to be discouraged at every opportunity.

The foundry employees received a wage varying from $1.75 to $2.50. The union minimum was $3.00 per day, but it was not enforced.

The union minimum rate for blacksmiths was $4.00 per day; that for helpers, $3.00 per day. Some of the latter received as high as $3.75 per day.

The members of Boilermakers' Union, No. 25, received $4.00 per day as a minimum, while members of Locals No. 205 and 410 received $3.60 per day. The work of the members of the last two unions was for the most part done on a piece-price basis. Only about 10 per cent of the latter worked for a flat daily wage. Overtime had to be paid at the rate of double time. If a man were required to work at night and the following day, he was to receive double time for all the time worked, whether he had worked the preceding day or not. Boilermakers and shipbuilders on pipe lines were to receive $0.50½ per hour; heaters, holders-on and helpers were to receive $0.43¾ per hour. Work on tanks was to be paid at the rate of $5.00 per day for boilermakers, and $3.50 for helpers. Employees, sent out of town, were to receive all expenses. Time also was to be allowed for

traveling from shop to job, and returning from job to shop. If it were necessary for the workers to travel to and from a job by night, Sundays or holidays, first class accommodations were to be furnished them and straight time was to be paid. If first class accommodations were not provided, double time was to be paid. When first class accommodations were supplied, single time was to be paid up to midnight, but no time was to be charged after midnight. When men were out of the city on a job and not allowed to work on Sundays or holidays, they were to receive one day's pay for the first Sunday and holiday, but if allowed to work they were to receive double time. All men, working in double bottoms of tanks or in boats carrying crude oil, were to be paid double time. The rating for machine gangs of riveters working piece-work was as follows: From each dollar earned, the riveters were to receive $0.40, the holders-on, $0.34, and the heaters, $0.26.

Hours.—The eight-hour day prevailed throughout the metal trades of San Francisco. The following customary holidays were recognized: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day and Christmas.

Shop Rules.—The by-laws of the local Machinists' Union (art. XVII) prescribed a set of shop rules, but they referred solely to the duties of the shop committee and had nothing whatsoever to do with the manner in which the union members should perform their work. Other shop rules of the machinists which touched upon various matters will be considered in subsequent pages.

The shop rules of the molders, as agreed upon by the Molders' Union and the California Metal Trades' Association on May 10, 1909, governed the molders employed by members of the association. Those rules in part were as follows:

1. The hours constituting a day's work shall be in accordance with the agreement between the California Metal Trades' Association and the Iron Trades' Council, and approved May 30, 1907.

2. That it be optional with the foreman as to whether the molders stop molding at the recognized blast time or continue until the end of the working day.

All molders who discontinue molding at blast time cast no molds other than those made by themselves. This shall not be understood to prevent one molder from assisting another in pouring off, or from pouring another floor in case of emergency.

Molders who continue to mold after blast time shall mold until quitting time and not do any casting. It shall be optional with the shop management to pour all molds with laborers if they so desire.

3. Shop committees must not interfere with the daily work in any manner whatsoever.

4. Business representatives of the union shall not be allowed in the shop except at the discretion of the office.

5. [Provided for the settlement of industrial disputes.]

6. Audible signal, to be given by whistle, bell or otherwise, so that notice will be given when regular working day is complete.

These same rules, excluding only section 1, which by that time had become obsolete, were also adopted by the California Foundrymen's Association on August 18, 1914.

Section 5 of article XIII of the constitution and by-laws of the Molders' Union declared that no member was permitted to make overtime by working during the noon hour.

The patternmakers, foundry employees, and blacksmiths and blacksmiths' helpers had no shop rules.

The shop rules of the Boilermakers' Union required that men sent out on jobs should receive first class meals and hotel accommodations such as they get at home. No member or members of the organization were to be allowed to subcontract for any new or old work. This rule did not apply to ship fitters or to shipbuilders. If any work pertaining to boilermaking or iron shipbuilding were commenced by persons other than boilermakers or shipbuilders, and if boilermakers and iron shipbuilders were called in to complete the job, time and one-half was to be paid.

Closed Shop.—The employers in the metal trades did not openly recognize the closed ship, although they passively acquiesced in it, because otherwise it would have been impossible for them to have obtained the necessary workmen with which to run their shops. It is also interesting to note that the metal trades unions did not insist upon incorporating the closed shop clause in their agreements. But the closed shop existed in practically

all cases. The unions made a practice of requiring the new men in the shop to join the union before the expiration of a certain length of time, usually one month. The railroad shops of the Southern Pacific Railway had been closed to the unions since the strike of 1911, when a demand had been made for the recognition of the "System Federation" and for nine hours' pay for eight hours' work. The foundry employees were too weak as an organization to demand the closed shop even in a half-hearted manner.

Union Foremen.—According to the rules of the machinists and the machine hands, general foremen and superintendents who did not work as machinists and whose salary was not less than $1600, could not be affiliated with the union. The molders, patternmakers, foundry employees and blacksmiths and blacksmiths' helpers did not permit foremen to belong to their respective organizations. In the case of the boilermakers, foremen not using tools, who hired and discharged men and assigned wages, could not belong to the union.

Restriction of Output.—The metal trades unions restricted output as a rule only by prohibiting their members from working on a piece, contract or premium basis. The foundry employees were the only ones not committed to that policy. The machinists and machine hands also forbade their members to run two machines, to attend a machine and work at a vise at the same time, to race with each other, or to consent to the introduction of scientific management. They also required that any member starting to work on a machine, or at any other steady job, was, within thirty days, to demand the same rate as had been paid to those who had preceded him. None of the other unions, with the exception of the boilermakers', was committed to a policy either of opposing the introduction of machinery or of controlling it when once installed. The boilermakers required that journeymen, not helpers, should operate the following machines: tube welding, electrical welding or acetylene welding machines, all rolling and pneumatic machines used on boiler or tank work, hydraulic riveting, punching and shearing machines, hydraulic flangers, drill presses on boiler, tank and frame work, and all air stay, bolt drilling, and tapping machines.

Recruiting the Trade.—Employees desiring admission into the machinists', molders', patternmakers', blacksmiths and blacksmiths' helpers', and boilermakers' unions were required to have served an apprenticeship term or to be possessed of the requisite ability to do the work required. No requirements as to skill or apprenticeship were imposed on machine hands or foundry employees.

The apprenticeship regulations of the metal trades unions were laid down in detail by the constitutions and by-laws of their respective national and international organizations, and the local unions were not allowed to modify those regulations in any manner whatsoever. The following provisions were in force in 1915: The International Association of Machinists, with which both the machinists and machine hands were affiliated, required that no boy should begin to learn the trade of a machinist unless he were between sixteen and twenty-one years of age. Apprentices must serve four years. They were not permitted to leave their employer without just cause and only with the approval of the local union. One apprentice was allowed to each shop irrespective of the number of machinists employed, and one to every five machinists thereafter. The International Molders' Union required that apprentices be at least sixteen years of age before beginning to learn their trade, and that a four-year apprenticeship be served. They were not to leave their employer without just cause. One apprentice was allowed to each shop irrespective of the number of journeymen employed and one for every five members employed thereafter. The Patternmakers' League of North America required that no boy should begin to learn his trade as a patternmaker until at least sixteen years of age. The term of apprenticeship was placed at five years. One apprentice was allowed to each shop irrespective of the number of journeymen employed, and one to every eight journeymen employed thereafter. The foundry employees had no apprenticeship regulations. The International Brotherhood of Blacksmith and Blacksmiths' Helpers did not permit a boy to begin learning the blacksmiths' trade unless he were between sixteen and twenty-one years of age. The apprentice was required to

serve four years and could not leave his employer without just cause. The ratio of apprentices to journeymen was fixed at one to every five blacksmiths regularly employed. The International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America set the following requirements for apprentices: Apprentices must be between sixteen and thirty years of age. Only one apprentice was allowed to every five boilermakers or shipbuilders. Apprentices were compelled to serve until they had learned the trade. Fifty per cent of the apprentices had to be taken from the helpers, local conditions governing, provided such helpers had served for at least two years as helpers in the service of the company to which they were to serve as apprentices. Oldest helpers in point of service were to be given preference.

Restrictions on Discharge.—There were no restrictions on discharge imposed by any of the metal trades unions, excepting that it was a universal rule that an employee should not be discharged because of his union affiliations or activities.

Union Label.—The use of the union label in the metal trades is well nigh impossible, hence it played no part in the activities of the unions under consideration. The constitution and by-laws of the Molders' Union, however, stated that the members of the union were to "do all in their power to advance the use of the I. M. U. of N. A. Label."

Conciliation and Arbitration.—The acknowledged policy of the Iron Trades' Council, as well as of its individual unions, was that of conciliation and arbitration in all labor disputes. The workers had consistently shown that it was their desire to meet their employers halfway, and to take no hasty or rash action. Naturally at times situations had arisen, as they have arisen elsewhere, which might lead one to believe that the contrary was the case, but such exceptions are to be found under all circumstances where employers and unions treat with each other.

As to the actual machinery provided for carrying out this policy of conciliation and arbitration, there was first of all, in point of importance, that created by the 1910–1913 agreement between the Iron Trades' Council and the California Metal Trades' Association. It provided that:

Disputes of any kind arising between any of the affiliated unions of the Iron Trades' Council and a member of the California Metal Trades' Association, an accredited representative of each organization shall proceed to the shop where dispute exists and endeavor mutually to settle the same, and any dispute which cannot be settled in this manner must be referred to conference, and should this conference of itself be unable to settle any questions which may come before it, it shall provide some method of adjusting the same. Pending a decision, there shall be no lockout on the part of the employers, or strike on the part of the employees.

Practically the same provision is found in the agreement between the Foundrymen's Association and the Molders' Union, Patternmakers' League, and Foundry Employees' Union. It was as follows:

Such grievances as do not relate to the subjects of hours and wages covered by this agreement, and which may arise in any shop of the California Foundrymen's Association, shall be given consideration as follows:

Upon complaint being made, in writing, by any party to this agreement, the Secretary of the California Foundrymen's Association and the Business Representative of the Union, shall immediately proceed to the shop or shops where grievance exists, and endeavor mutually to settle the same.

Any grievance that cannot be settled in this manner must be referred to conference, the call and subject for such conference to be made in writing. This conference shall be called within ten days from receipt of notice for the purpose of adjusting the question at issue and the conference shall continue without unnecessary delay until this question at issue is settled. No change shall be made in existing conditions nor any new conditions established by any party to this agreement until the same has been agreed upon in conference.

The Molders' Union also had this same agreement with the California Metal Trades' Association.

The shop rules of the Boilermakers' Union contained the following provision:

It is understood in the adjustment of grievances, that the officials of the company will receive a duly authorized committee or business representative, to act on the premises at any given time. Grievances shall be first submitted to the foreman, and in the event of his decision being unsatisfactory, an appeal may be taken to the committee, and by their duly authorized representatives to the higher officials.

The company will not in any way discriminate against employees who are called upon at any time to serve on any committee or to act in the adjustment of grievances.

The committee referred to in the above provision is the regularly appointed shop committee of the union as provided in the rules of the international organization.

Enforcement.—Efforts were made by both sides to enforce the agreement upon each other, but employers complained that the individual unions permitted evasion on the part of their members, and that the Iron Trades' Council did not attempt to compel such members to live up to the agreement, especially in connection with the clause which provided a method for the settlement of disputes. There were several minor cessations during the period covered by the 1910–1913 agreement. The employers claimed that the union as a unit did not quit work, but that the men quit as individuals after having quietly agreed among themselves that they would do so. There were several such instances, none of which, however, was of any serious consequence.

C. The Teaming Trades

In 1915 the workers in the teaming trades in San Francisco were organized into the following unions: Teamsters', No. 85; Material Teamsters', No. 216; Milk Wagon Drivers', No. 226; Ice Wagon Drivers', No. 519; Laundry Wagon Drivers', No. 256; Retail Delivery Wagon Drivers', No. 278; Soda and Mineral Water Drivers', No. 546; Stable Employees', No. 404; and Chauffeurs', No. 265. All of these unions were affiliated with the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers. They were also represented on the joint local executive board, known as Team Drivers' Local Joint Executive Council, No. 7, which was composed of seven delegates from each union, these delegates in turn being the members of the executive board of the individual union represented. The Local Joint Executive Council acted in an advisory capacity. Practically all of the more important matters affecting the teaming interests had to be submitted to it for approval.

From the above, it will be seen that practically all phases of the teaming trades were covered by the unions enumerated. The general field of teaming and draying was very thoroughly organized, but there were certain parts of the work which it appeared to be impossible to unionize. An attempt had been made in 1913 to unionize the drivers of dyeing and cleaning works' wagons, but it was possible to secure a membership of only thirty out of more than two hundred drivers. The competition of the Japanese establishments, it is said, partly accounted for the failure of the attempt. The ice cream wagon drivers had been unionized at one time, but they too found it impossible to maintain their organization, and finally surrendered their charter, affiliating with Teamsters' Union, No. 85. In 1915, there were about one hundred French laundry wagon drivers in San Francisco, but they were unorganized, as were also the swill gatherers, and many of the retail store delivery wagon drivers. The drivers for several of the largest firms, such as the Wells-Fargo Express Co., Shreve and Co., Nathan Dohr-

man Co., and others were not affiliated with any of the unions mentioned. The drivers of meat and bakery wagons were members respectively of the Butchers' Union and the Bakers' and Confectionery Workers' Union. The hackmen of San Francisco were formerly organized under charter No. 238 of the teamsters' international and at one time had a rather effective union, but with the increased use of the automobile and the taxicab, and with the hackmen's refusal to accept the chauffeurs as members, the union began to wane in numbers and in importance, until its remaining members (twenty-five in number) surrendered their charter and affiliated with other unions in the teaming trades.

EMPLOYERS' ASSOCIATIONS

The following associations were in existence among the teaming trades employers in 1915: Draymen's Association; Milk Dealers' Association; Laundry Owners' Association; and the Stable and Carriage Owners' Association. Each of these will be considered briefly as the narrative progresses.

As has already been noted,[27] the situation in the teaming trades differed in several regards from that existing in the two groups already considered. In some branches, collective bargaining was carried on in a more or less complete and thorough-going manner; while in others, none whatsoever was attempted. Although all of the teaming unions were affiliated with the same international organization and were also loosely bound together through the Team Drivers' Local Joint Executive Council, yet each organization dealt with its own particular group of employers, sometimes with an employers' association, sometimes not, and drew up agreements covering only its respective part of the teaming field. The agreements, consequently, were for different lengths of time, covered different conditions of employment, and for the most part contained widely different provisions. Nevertheless there were certain common characteristics to be found running throughout all of the various branches of the trade. Thus, no restriction of output was practiced; no

[27] Cf. pp. 248–249.

apprenticeship regulations were imposed; no union label was used; no opposition to the introduction of machinery was evidenced; no restrictions were imposed upon the right of the employer to discharge his men except that it was a common requirement that employees should not be discharged because of trade union affiliations or activities; and, with the exception of the milk drivers', stablemen's, and chauffeurs' unions, foremen were not required to belong to the union. In all cases the agreements covered conditions of employment only in San Francisco.

Thus because of the nature of the collective bargaining activities of the teaming trades unions, it is deemed advisable to consider each union separately, without reference being made to conditions existing in other parts of the field. This will greatly simplify the presentation of the data involved, and will avoid considerable repetition. It will also make unnecessary the use of the various subheadings that have been employed in the preceding discussion of the brewery and metal trades, although the same order of presentation of subjects considered will be followed, with the exception only of those referred to above as being common to all branches of the teaming trades. No further discussion of the latter will be given in the succeeding pages.

TEAMSTERS' UNION, NO. 85

Teamsters' Union, No. 85, although the largest and most important union in the teaming trades, having approximately 2500 members in 1915, did not represent as complete and as thorough an organization of workers as did the Milk Wagon Drivers' Union and the Ice Wagon Drivers' Union.

In 1899, the employers organized a Draymen's Association. In 1915 it had about one hundred members and represented from 90 to 95 per cent of the employing draymen in the city engaged in the custom business. It treated only with the Teamsters' Union. It was also a price setting organization for the employers.

The Teamsters' Union was organized with thirty-five charter members, on August 5, 1900, shortly after the formation of the Draymen's Association. Its jurisdiction covered all teamsters

and helpers engaged in the general teaming industry, such as the hay, general freight, coal, lumber and fruit teamsters, and the drivers of transfer wagons, storage and moving vans, and of piano house wagons. No persons owning and operating more than one team was eligible to membership.

Before organization, the teamsters worked from twelve to eighteen hours per day, seven days per week. The minimum wage was $5.00 per week, and the maximum was $18.00, the latter being the wage of a driver of a four horse team. The average wage was about $14.00 per week.

A lockout and subsequent strike, occurring on Labor Day, 1900, was the first test of the strength of the new union. A complete victory resulted for the teamsters. Shortly thereafter the union submitted the following sliding scale of wages based primarily upon the capacity of the truck in charge of the driver:

Boys	$5.00–$10.00 a week
Drivers of wagons under one ton	12.00 a week
Drivers of wagons, 1 to 2½ tons	2.50 a day
Drivers of wagons, 2½ to 4 tons	3.00 a day
Drivers of wagons, 4 to 4½ tons	3.50 a day
Drivers of four horses	4.00 a day

Twelve hours per day with ample time for dinner was to constitute the day's work. Vehicles were not to be washed on Sunday. Time and a half was asked for Sunday, holiday and overtime work, overtime being figured from 6 P.M. The Draymen's Association granted the demands of the union.

The most serious teamsters' strike ever waged in San Francisco began July 30, 1901, and involved over 13,000 men, including teamsters, sailors, longshoremen, marine engineers, ship and steamboat joiners, steam and hot water fitters, and marine cooks and stewards. After an eleven weeks' struggle an agreement was entered into between the teamsters and their employers, the exact terms of which the public has never known.

On October 1, 1902, another agreement was adopted by the Draymen's Association and the Teamsters' Union, continuing the previous conditions as to wages, hours, etc., but abolishing Sunday work at the stables. The employer was permitted to hire

whomsoever he chose to do stable work, whether or not the stableman belonged to the union. This agreement was continued each year until October 3, 1907, when another was entered into. The latter reduced the work to eleven hours out of twelve except for Saturday, and on Saturday the hours were to be put in between 6 A.M. and 5 P.M. with fifty minutes off for lunch. The following wage scale was also adopted:

Six horse teamsters	$4.50 per day
Four horse teamsters	4.00 per day
Two horse truckmen	3.50 per day
One horse truckmen	3.00 per day
Fruit teamsters (turning out early in the season)	23.00 per week
Wagons of four tons capacity and over	3.50 per day
Wagons of two tons capacity to four tons	3.00 per day
Two horse wagons over two tons	2.50 per day
One horse wagons (small)	2.00 per day
One horse wagons (large)	2.50 per day
One horse wagon fruit teamsters	19.50 per week
Six horse oil teamsters	4.00 per day
Four horse oil teamsters	3.50 per day
Two horse oil teamsters	3.00 per day
Working Sundays and holidays, half day	A day's pay
Working Sundays and holidays, all day	Time and one-half
Taking out a team any part of the day	A day's pay

Overtime to be paid at the rate of $0.75 per hour to six horse teamsters, at the rate of $0.50 per hour to four horse teamsters, two horse truckmen, one horse truckmen, one horse fruit teamsters, two horse fruit teamsters, teamsters on two horse wagons of two tons capacity or over, and on four horse wagons, to four horse oil teamsters and two horse oil teamsters, and at the rate of $0.35 to teamsters on two horse wagons under two tons and on one horse wagons.

On January 1, 1912, another agreement was adopted which reduced the work day to ten hours in twelve, and made but two slight changes in the wage scale as established by the agreement of 1907, i.e., fruit teamsters (turning out early in fruit season, but not before 3 A.M.) to be paid $4.00 per day instead of $23.00 per week; one horse wagon fruit teamsters to receive $20.00 per week instead of $19.50. The overtime rates remained the same as in the 1907 agreement.

The agreements were entered into willingly by both parties. Naturally there were some employers who felt that they were

being continually gouged, but if a majority of the members of the Draymen's Association had been dissatisfied with the results of collective bargaining, the system would undoubtedly have been abandoned. Prior to 1912, the agreements had run for one year only, but that of 1912 was for two years, with the proviso that it was to be considered as

> renewed from year to year thereafter, unless either party hereto shall give written notice to the other of their desire to have the same modified, and such notice must be given at least thirty days prior to the expiration of each year. If such notice is not given, then this agreement is to stand as renewed for the following year.

In May, 1915, the 1912 agreement was still in effect.

The agreements were drawn up by the executive committee of the Teamsters' Union and discussed in open meeting. They were then placed before the Team Drivers' Local Joint Executive Council. After being approved they were taken up in conference with the representatives of the Draymen's Association and discussed and amended until a compromise was reached. If any serious changes were made in the agreement as at first presented, the finished draft was referred back to the local union for approval before being signed by the duly authorized officials of the organization. The agreement then had to receive the approval of the general president and the general executive board of the international union.

Analysis of Conditions of Employment

The minimum wages as agreed upon by the terms of the 1912 agreement, which was still in force in 1915, have been mentioned above, and thus need not be further commented upon.

Firms, having three teams or less, were required to pay the teamsters $0.50 per hour for stable work on Sundays and holidays. In all other cases drivers were not permitted to go to the barns on Sundays and holidays, but if they were ordered to do so, they had to be paid a regular day's pay, and might do all general stable work about the stable and yard except that of washing vehicles. Employers were to be allowed to employ

persons who were not members of the Teamsters' Union to do stable work.

Working hours were fixed between 6.30 A.M. and 5.30 P.M. with a give-and-take arrangement between 6.00 and 7.00 A.M., but no abuse of that rule was to be permitted. All drivers were to have their breakfast before taking out their teams. Fifty minutes were allowed for lunch. On Saturday, working hours were to end at 5.00 P.M. except when teams turned out at 7.00 A.M., under which circumstances they were to end at 5.30 P.M. Four horse drivers were to be at the barn fifteen minutes earlier in the morning than other drivers. Sunday hours were set at from 7.00 A.M. to 5.00 P.M. with one hour off for lunch. The following days were recognized as holidays: Sundays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Admission Day, Thanksgiving, and Christmas.

A driver could be discharged if he did not do his work to the satisfaction of the employer. No union teamster could accept a lower scale than that appearing in the agreement. Any disputed claim for overtime was to be submitted to and approved by the steward of each barn and the matter of time was to be so regulated that no injustice was done to teamster or draymen. The secretary of the Teamsters' Union stated that the system of barn stewards had not worked out satisfactorily owing to the difficulty of securing men broad-minded enough to fill the position and capable of preventing much of the petty bickering and strife which was bound to occur in connection with the matter of overtime.

The 1912 agreement required that no teamster other than a member of the union could be employed by the members of the Draymen's Association, except that an employer, having more than one team, might put on a non-union man at regular union wages, but not for longer than two weeks. Such non-union man had to make application for admission to the union within one week of his employment, and if found to be a "good and worthy man," the union agreed to admit him to membership.

The teamsters' agreement of 1912 contained a somewhat unique provision relative to conciliation, which, it was said, had

proved to be most helpful in preventing disputes between the union and the employers. The paragraph in question provided that any matter brought up before a meeting of either the Draymen's Association or the Teamsters' Union, which might affect their mutual relations, should be referred to a committee of five and consultation held with a like committee from the other party. In no case should final action in any such matter be taken until two weeks should have elapsed and until it had been investigated by the business agent of both parties. The requirement that two weeks must elapse before any action could be taken gives time for the interested parties to "cool off" and to view the situation with a greater degree of calmness than might otherwise be the case.

Both sides enforced the agreement upon each other. A short time before this investigation was made the Teamsters' Union had demanded $4.00 instead of $3.00 per day for a certain kind of work, although the latter was the scheduled rate. A conference was called and the matter was speedily and easily adjusted. Up to 1915 there had been no cessations of any importance since the serious strike of 1901.

MILK WAGON DRIVERS' UNION, NO. 226

Milk Wagon Drivers' Union, No. 226, was organized in 1901. In 1902 it had about seventy-five members. In 1915 it had a membership of about 425, and represented a 100 per cent organization. Although it did not have the largest membership among milk drivers' unions, being surpassed only by the Chicago local, it was nevertheless the banner milk drivers' local as regards wage scale and effective collective bargaining.

It claimed jurisdiction "over all persons engaged in the delivery of milk and cream, and all wage-earners handling such milk and cream in the City and County of San Francisco." Its jurisdictional claims were somewhat more extended than its practice, for in 1915 there was also a Milkers' Union in San Francisco, with a membership of three hundred, the largest in the United States, whose jurisdiction covered milkers, cheese and

butter makers, can and bottle washers and fillers in dairies and milk depots.

Prior to the formation of the Milk Drivers' Union, the conditions of labor in that particular craft were deplorable in the extreme. There were no set hours of labor—the men worked all day and all night if the employer requested or if the needs of the business demanded. The drivers washed bottles, took care of horses and wagons, and performed sundry other services. At that time the dairies for the most part were within the city limits. The fire of 1906 and the adoption of a city ordinance prohibiting a person from keeping more than two cows within the city limits, drove the dairies outside the city and compelled the installation of milk depots. Thus the system of milk distribution was changed and with it came a change for the better in the lot of the milk wagon drivers.

The first agreement between the union and the employers was drawn up in 1902, and provided for a monthly wage of $60.00 with no limitation on the hours of labor. In 1904, the hours were fixed at twelve per day, and the monthly wage was raised to $75.00. The earthquake and fire of 1906, and an unscrupulous secretary, practically disrupted the union for the time being. The union, however, was reorganized a short time thereafter, and up to 1915 had been very successful and effective. After the fire of 1906, the employers voluntarily raised the wages of the drivers to $90.00 per month, and reduced the hours of labor to ten per day. The agreement of September 6, 1912, limited the hours of work to eight on the wagon for delivery, and one hour off the wagon for loading and unloading and marking the books; but the work was to be performed between the hours of 7 A.M. and 5 P.M. A new agreement was signed February 17, 1915, which made but a few minor changes in the agreement of 1912.

THE MILK DEALERS' ASSOCIATION

The Milk Dealers' Association of San Francisco was organized in 1907. The first association of employers in the milk trade had been formed about thirty years earlier. The objects of the association as stated in article II of its by-laws, were as follows:

To promote the general business welfare of all producers of and dealers in milk, cream and skimmed milk, engaged in business in San Francisco; to foster and maintain social intercourse among such producers and dealers; to suggest and endeavor to bring about such measures as may tend to place the milk business of San Francisco on a high standard, and particularly:

To inculcate just and equitable principles in business; to establish and maintain uniform trade usages; to protect the trade-marks of members, and to assist in the enforcement of the trade-mark laws, by causing the arrest and prosecution of any person or persons guilty of defacing, erasing, obliterating, covering up or otherwise removing or concealing any trade-marked name, mark or device, on milk cans or other milk containers; and the arrest and prosecution of any person or persons guilty of selling, buying, giving, taking or otherwise trafficking in trade-marked milk cans or milk bottles without the written consent of the owner; and the arrest and prosecution of any person or persons, other than the owner, who uses trade-marked milk cans or bottles or other milk containers, for the sale of milk, or the buying, selling, using, disposing of, or trafficking in such milk cans or containers, without the written consent of the owner, and the arrest and prosecution of any junk dealer or dealers in second hand articles, who has possession of such milk cans or milk bottles or other milk containers, without the written consent of the owner.

To collect the cans, tanks and bottles of all members, and return them to the owners thereof; to abolish in the milk business of San Francisco, all secret discounts, rebates and similar secret business arrangements; to combat, oppose and discourage all combinations among dealers that may have a tendency to interrupt legitimate competition, or to force the public to pay extortionate prices for milk and cream, and to collect and disseminate by publication or otherwise, information of value to the members.

All reputable persons or firms and corporations engaged in the milk business of San Francisco as producers or dealers were eligible to membership in the association. The initiation fee was $50.00. Fines might be levied for violation of the by-laws of the association or for conduct prejudicial to its interests, or in opposition to the purposes for which it had been formed. The association was governed by a board of fourteen directors, chosen by ballot, each member having one vote. The board served for a period of one year.

In 1915 the association had fifty members out of a possible sixty, about ten milk dealers being outside of the association, not including those stores, delicatessen stores, markets, etc., which sold milk but employed no milk wagon drivers.

The agreements were willingly entered into by both parties who found the system of collective bargaining to be of mutual

advantage and to represent a compromise as to wages, hours, and conditions of employment. There was no opposition by either party to a continuation of the system. The agreements prior to that of 1912 were for a period of one year each, capable of being revoked by either party on thirty days' notice. That of 1912 was for a period of one year, but was to be considered as being renewed for succeeding periods of one year unless written notice of desired change were given thirty days prior to the expiration of the year period. The 1912 agreement remained in force until February 17, 1915, at which time another agreement was entered into.

All agreements were drafted by the executive board of the Milk Drivers' Union and submitted to the union for approval. Meetings were then held with the Milk Dealers' Association, and when a compromise was reached, it had to be approved by the union and then take the course followed by the agreements of other teaming unions.[28]

Analysis of Conditions of Employment

The 1915 agreement required that all wholesale and retail wagon drivers be paid at the rate of $90.00 per month. Drivers serving from one to five cans of milk at any one place were to be rated and paid as retail wagon drivers. Ferrymen, who hauled milk or cream from ferry, railway depot or ranch, or to or between central distributing depots, were to receive not less than $90.00 per month. When board and lodging were furnished members of the union by the employer, the lodgings were to be kept sanitary, and the board to be clean and wholesome and not cooked by Chinese or Japanese labor. Drivers were not to be required to pay more than $25.00 per month for such board and lodging, said board and lodging to be optional with the driver. Some of the drivers made as high as $115.00 per month, owing to the practice of the milk dealers in giving the driver 50 per cent of the returns on the first month's trade of a new customer. Relief men were to receive $100.00 per month. This higher wage was due to the fact that they had to know the

[28] Cf. p. 305.

routes of a large number of drivers so that they could relieve them when the drivers were having their days off. The secretary of the union was eager to have a system of "points" introduced, whereby the drivers could, if capable and energetic, make higher wages than the minimum, a "point" being the delivery of one quart bottle of milk. Two hundred points would earn the minimum wage, and all over that amount would be paid for on a bonus basis. It was his ideal to place the drivers more and more in the position of salesmen, and less and less in that of mere drivers. This plan had met with the approval of the Dealers' Association, but not with that of the union. Overtime was permitted only on one wagon in seven, and then only in case of an emergency beyond the control of the employer, and was to be paid for at the rate of $0.40 per hour.

Eight hours on the wagon was to constitute a working day, and in addition thereto time, not to exceed an hour a day, was to be allowed for loading and unloading wagons and marking books, all of said work being done between the hours of 7 A.M. and 5 P.M. Every driver was to receive four days off each month, but if such days were not given, the driver was to be paid full time for each day so worked.

The employer might require a security deposit of not more than $50.00 from each driver in his employ, but he was to pay the current savings bank rate of interest on the same. The employer might retain the deposit for ten days after the driver had left his employ.

No boys were to be allowed to ride on the wagons or to assist in serving a route. No driver was to wash or fill bottles or cans, or do stable work in a dairy employing more than three drivers. If required to hitch horses in the morning, such time was to constitute part of the eight hours' schedule of the wagon work.

All credit was to be at the employer's risk. No drivers were to be permitted to solicit the trade of any former employer or dairy, or to handle or sell tickets to any customer at any time. No bonus, percentage or commission was to be paid to or accepted by any driver to induce him to solicit trade. This last provision was not strictly lived up to as is shown by the fact

that the drivers received 50 per cent of the returns on the first month's trade of a new customer.

The agreement permitted the union, by and with the consent of the Dealers' Association, to deal individually with any member of the association.

The rules of the union as laid down in its constitution required the following:

Any member failing to report at the office of the union when leaving or entering the employ of a milk dealer, should have charges preferred against him.[29] No driver should have a lumper except one lumper to each barn or depot to be paid by the proprietor. In case there were more than seven wagons, there must be one additional lumper to each additional seven wagons. This rule did not prevent the drivers from carrying helpers for one or two days in case of emergency.[30] No member should destroy or spoil material or other property of the employers.[31] Any member guilty of embezzling funds should be expelled from the union.[32]

The agreement provided for the closed shop, the employers agreeing to hire all help through the union employment office, but if the latter was unable to provide satisfactory drivers, then they could hire any person outside the union, provided that before beginning work said non-union employee filed his application for admission to the union and deposited his initiation fee. There were no requirements for admission to the union except that the applicant had to be at least eighteen years of age, and an American citizen or have declared his intentions of becoming one.[33] Owners or part owners who wished to act as drivers and foremen, were required to belong to the union.

The by-laws of the union declared that members were permitted to solicit employment at any dairy or milk depot, but that they were not allowed to accept employment unless the dealer were "fair," and unless the member had procured two

[29] Constitution, art. V, sec. 3.

[30] *Ibid.*, sec. 4.

[31] *Ibid.*, sec. 9.

[32] *Ibid.*, sec. 12.

[33] Constitution, art. II, sec. 2.

cards from the secretary-treasurer of the union, one addressed to the employer and the other "To whom it may concern," showing that the bearer was in good standing with the union and was eligible to fill the position in question. Members receiving such cards were to make report thereon to the secretary-treasurer within twenty-four hours. No member of the union was permitted to instruct any person in his duties, all employers excepted, unless the new employee presented the above mentioned card. No fees were charged the employer or the employees for services rendered by the union employment office.[34]

The agreement contained no provisions relating to restrictions on discharge, except that drivers should not be discharged for upholding union principles. It also declared that if an employer hired a non-union man without first applying to the union's employment office for a union driver, the union might replace the non-union driver, thus selected, by a member of the union. Drivers discharged for fraud, theft, intoxication, dereliction of duty, or violation of any part of the agreement were not to be considered as being in good standing in the union. A driver desiring to quit his employment was required to give his employer at least seven days' notice, and to teach a new driver his route if requested to do so.

The agreement of 1912 provided a Board of Trade Conditions and Arbitration composed of three members from each party. This board had been organized within thirty days after the signing of the agreement in September, 1912. It was given full power to inquire into and act in all matters affecting the milk trade of San Francisco. Both parties were to be bound by its decisions. In the event of a controversy arising, the board was to meet within twenty-four hours after the receipt by its secretary of a written complaint setting forth the point in dispute. The board was thereupon compelled to meet continuously until the difficulty was settled. If unable to agree, the six representatives were to elect a seventh who was to have no connection with either party. The decision of a majority of the seven

[34] By-Laws, art. VIII, sec. 2.

members of the board was to be final and binding on both parties. Pending a decision, work was to continue in accordance with the provisions of the agreement. Up to 1915 there had been no necessity of having recourse to the board of arbitration. The minor difficulties which had arisen, had been satisfactorily settled by the business agent of the union and the employer concerned.

The agreements were enforced by both parties upon each other. The various clauses were lived up to in a most conscientious manner. During 1912–1913, while the union was perfecting day work, i.e., abolishing night work, it carried on a systematic boycott against a group of six or seven firms at a time for the purpose of forcing them to grant the demands of the union. The boycott was successful. The Milk Wagon Drivers' Union had had no other labor difficulties since its reorganization in 1906.

RETAIL DELIVERY WAGON DRIVERS' UNION, NO. 278

Retail Delivery Wagon Drivers' Union, No. 278, was organized April 25, 1901. The union had never been very strong and active. The earthquake and fire of 1906 practically wiped it out of existence. From that time down to 1915, it never equalled in numbers its earlier membership. In 1915 it had about 250 members and represented about a 33⅓ per cent organization. The jurisdiction of the union extended over only the retail delivery wagon drivers, the wholesale drivers being members of Teamsters' Union, No. 85.

Before organization had been effected, the lot of the retail delivery wagon drivers was most unsatisfactory, there being no rules as to hours, wages or conditions of employment. Each individual driver struck his own bargain with the employer. The union, immediately after its organization, began the policy of securing the signatures of individual employers to a yearly agreement, there being no association among the latter with which the union could bargain collectively.

The first agreement drawn up in 1901, made no provision for a standard workday. Wages, however, were fixed at $12.00 per

week for single horse drivers, and at $15.00 per week for double horse drivers. In 1902 a ten-hour day in eleven hours was adopted, one hour being allowed for lunch. This schedule of hours prevailed in 1915. In September, 1906, wages were raised to $15.00 for single horse drivers, and to $18.00 for double horse drivers. The wages of drivers of single horse parcel delivery wagons were fixed at $16.50 per week.

Until 1907 it was felt that signed agreements were indispensable. After that time, however, the practice was discontinued. In 1915 the agreements were verbal, and were not binding on either party. The method followed amounted to the fixation by the union of a minimum so far as wages and conditions of employment were concerned, and its acceptance or rejection by the individual employer when the scale was presented to him. This minimum was fixed separately for (1) package, hardware and department stores, (2) parcel delivery companies, and (3) grocery and liquor houses. Many of the larger stores refused to treat with the union. It was claimed by the union that the wages of the drivers for these firms varied from $40.00 to $60.00 per month, and that frequently boys were employed to do the work.

When the auto-delivery wagon was introduced in 1911, the union amended its constitution and by-laws, so as to admit the auto drivers to membership, and fixed the wage of the latter at $3.50 per day. In 1915, about twenty-five members of the union drove auto-delivery wagons.

The system of agreements in vogue in 1915 did not represent a compromise. The union drew up its scale and presented it to the employer. He had no voice regarding the terms of the agreement. This was due, primarily, of course, to the fact that there was no organization among the retail storekeepers. Whenever the union wanted an increase in wages, it would draw up a scale, and have it approved by the Local Joint Executive Council and by the officials of the international union. After having been approved by the proper authorities, it would be presented to the individual employer. The agreement lasted for an indefinite period, i.e., until the union wished to make additional demands.

The three scales of wages in force in 1915 differed slightly as to their provisions. Attention will be called to such differences in the paragraphs which follow.

Analysis of Conditions of Employment

For package, hardware and department stores and also for grocery and liquor houses, the following scale prevailed:

Double team, per week	$18.00
Double team, per half monthly	39.00
Double team, per month	78.00
Chauffeurs, per working day	3.50
Single teams, per week	15.00
Single teams, per half monthly	32.50
Single teams, per month	65.00

The scale for parcel delivery companies was the same with the following exceptions:

Single teams, per week	$16.50
Single teams, per half monthly	35.75
Single teams, per month	71.50

An overtime rate on ordinary days was charged only in case of the grocery and liquor houses, and then at the rate of $0.40 per hour for double teams, $0.30 per hour for single teams, and $0.50 per hour for chauffeurs. In all three schedules, Sunday and holiday work was charged at the rate of double time, and extra trips were charged at the rate of $1.50 each. They were not to exceed three hours in duration. If they did, the drivers were to be paid for a full day's work. In the case of parcel delivery companies and package, hardware and department stores, late trips (9.00 P.M.) on Saturdays and on days before holidays were to be paid at the rate of $1.50 each. No reduction of pay was permitted because of holidays, whether they were regular or special. Pay days were left to the option of the employer, but they could not be less frequent than once a month.

Under all circumstances ten hours out of eleven consecutive hours were to constitute a day's work, one hour being allowed

for luneh. The workday was to commenee not later than 9.00 A.M. The drivers of parcel delivery company wagons were not to leave their plaees of employment later than 10.00 A.M., 1.30 P.M., and 5.15 P.M. When a elean-up trip was to be made on holidays, the driver was not to leave later than 9.00 A.M. Six days were to eonstitute a week's work. The following days were listed as holidays: New Year's Day, Washington's Birthday, Fourth of July, Labor Day, Admission Day, Thanksgiving, and Christmas.

The constitution of the union stated that "Any member allowing wagon boys to drive their wagons shall be fined to the sum of $2.50 for the first offense, $5.00 for the second offense, and $10.00 for the third offense."[35] The agreements required that no cash deposits or security should be furnished at the expense of the employees. If an employer desired security from drivers, he should place them under bonds at his own expense. If caps and uniforms were required, they also were to be furnished at the expense of the employer. No member of the union was to be called upon to do stable or garage work, except to dust his wagon or harness, or to polish the metal on the same. In the case of the grocery and liquor houses, no driver was to be permitted to do porter work of any kind unless he had been engaged as a relief driver. Drivers for parcel delivery companies and for package, hardware and department stores, were not to be held responsible for the loss of packages unless the employer furnished a wagon boy to watch the wagon. No responsibility was to attach to a driver for any complaint relative to the non-delivery of packages or the non-collection of C. O. D. packages unless the complaint were made within thirty days after the driver had been given the packages to deliver.

Although the agreements of the union declared that "Any employer engaging drivers not members of this Union shall see that said drivers shall become members of this Union within 30 days," the union was not strong enough to insist upon the enforcement of the closed shop. There were no requirements for admission to the union except that the applicant had to be

[35] Art. XV, sec. 6.

a retail wagon driver, eighteen years of age or over, and an American citizen or to have declared his intention of becoming one.[36]

No machinery was provided for conciliation or arbitration except through the mediation of the Team Drivers' Local Joint Executive Council or of the Labor Council.. The business agent of the union was expected to settle all minor difficulties which the union members might happen to have with their employers.

Owing to the nature of the agreements, little or no difficulty was experienced in their enforcement. The business agent of the union attempted to keep the employer "lined up." Inasmuch as the agreements were one-sided affairs, the employer had nothing to enforce. There was a small strike among the Retail Delivery Wagon Drivers in 1902, which lasted but two days. In 1905 another small strike occurred, and another in 1911. The last strike (that of 1911) was against the Emporium (a department store). It had refused to grant the union's demand for $3.50 per day for auto-delivery wagon drivers. The matter was finally arbitrated through the efforts of the Labor Council and settled satisfactorily for the union members. In 1912 another small strike occurred as the result of the attempt of the union to compel a certain grocery store to grant the closed shop. The union was successful.

LAUNDRY WAGON DRIVERS' UNION, NO. 256

Laundry Wagon Drivers' Union, No. 256, was organized in 1902 with about 150 members. In 1915 it had a membership of about 350 men who drove only for white steam laundries. An unsuccessful attempt was made in 1915 to unionize the French laundry drivers.

Prior to 1902 the drivers worked under very unsatisfactory conditions. Frequently they took part of their pay in the form of board and lodging with the employer. They also cared for their horses and wagons. With organization came an improve-

[36] Constitution, art. II, sec. 4.

ment. They gained the right to lodge and board where they pleased. Stablemen cared for their horses and wagons. Conditions in every respect became increasingly better.

In May, 1915, there were twenty steam laundries in San Francisco, all of which were unionized. Three did laundry work only for "outside" drivers who worked up their routes as their individual property, and one was a cut-rate laundry. These four laundries, although unionized, did not belong to the Laundry Owners' Association.

THE LAUNDRY OWNERS' ASSOCIATION

The Laundry Owners' Association was organized in 1907. Its objects were "to treat and negotiate with organized labor, establish and maintain a credit and collection bureau, and to inculcate a co-operation of its members for securing the best possible methods and scientific management." Its membership was confined solely to white steam laundries, hence it did not include hand laundries, or Japanese, Chinese and French laundries in its membership. Each laundry had one vote, and one additional vote for each fifty employees or fraction thereof. The officers of the association were the president, vice-president, secretary-treasurer, and an executive committee of four members, all of whom were elected annually by a majority vote of the members. The president was ex-officio a member of the executive committee.

The Laundry Wagon Drivers' Union and the Laundry Owners' Association dealt collectively with each other. The same methods were pursued as have been described in connection with other teamsters' unions. The executive committee of both parties met together to discuss and formulate the agreement. The officers of the Laundry Owners' Association were authorized to sign the agreement for the association, but each individual member in his turn signed up with the union. Consequently the members of the association were not bound by the action of its officers.

The first agreement was adopted in 1902. It called for a minimum weekly wage of $15.00, and a 15 per cent commission. The agreement governing conditions in 1915 became effective August 1, 1913, and was to expire August 1, 1916.

The agreements have represented a give-and-take arrangement only to a certain extent. San Francisco is a closed shop town; a very large number of laundry customers are union men or union sympathizers; there are a great many French, Japanese and Chinese laundries in the city which could do the work if the steam laundries should be struck. Thus it is that the laundry owners have been between the "devil and the deep sea" in that if they did not grant the demands of their employees their business would be ruined by strikes and boycotts, made most effective because of the conditions above explained, while if they did grant the demands of their employees their business would run the risk of being ruined anyway because they might be unable to conduct their business profitably or in competition with oriental and French laundries. In spite of this situation, the employers through their association had attempted to prevent too heavy demands being made upon them by their employees.

Analysis of Conditions of Employment

The agreement existing in 1915 provided the following wage scale:

> Outside drivers, 35 per cent commission; the commission to outside drivers on rough dry work to be not less than 25 per cent; inside drivers, $75.00 per month or its equivalent upon collections less than $500.00 per month, and upon collections over $500.00 per month, 15 per cent commission on all work; drivers of towel and supply laundries, office wagons and extra wagons, not less than $15.00 per week.

The hours of work were not fixed owing to the fact that the work performed was on a commission basis, and the man who wanted to make the most money had to work the longest and most irregular hours.

The agreement declared that no laundry was to "do any work at a less rate for a salaried or inside laundry driver than for an outside driver." Closed shop conditions were granted.

There were no requirements for admission to the union except that the applicant had to be employed as a laundry driver.

The following method of settling labor disputes between the laundry drivers and their employers was provided by the terms of the agreement:

> In case of any disagreement between the parties hereto as to the interpretation of this agreement, the said Laundry Company agrees not to lay off its drivers and the said Laundry Wagon Drivers' Union agrees not to call out its drivers, unless ordered by the San Francisco Labor Council. But it is mutually agreed that any matter in dispute shall be referred to an Arbitration Committee to be composed of two members chosen by said Laundry Owners' Association and two members of said Laundry Wagon Drivers' Union, these four members of the Arbitration Committee to choose a fifth member. The decision of this Committee shall be final.

Up to the time covered by this study, it had not been necessary to submit any grievance to arbitration. The few minor difficulties which had arisen had been settled by bringing the offending employer before the executive committee of the Labor Council.

The agreement was thoroughly and effectively enforced by the union. There had been no strikes since the sympathetic strike of 1907, at which time the drivers had gone out in sympathy with the laundry workers.

STABLE EMPLOYEES' UNION, NO. 404

Stable Employees' Union, No. 404, was organized in 1899. With the exception of a similar organization at Butte, Montana, this union, so far as I have been able to ascertain, was the only stablemen's union in the United States in 1915. It had about 400 members in 1915. The union claimed jurisdiction over "all foremen, floor-men, hostlers, harness cleaners, vehicle washers, watchmen, oilers and delivery boys engaged in or about a stable in the city of San Francisco." The strength of the union lay in the livery stables, about 90 per cent of which were unionized in 1915. Most of the dairies and some of the dray barns were unionized. Sales stables, barns in which fruit and vegetable venders kept their horses, and the stables of several of the largest

employers, such as the Wells-Fargo Express Co., Shreve & Co., etc., were not unionized.

There was no collective bargaining between the union and the Stable and Carriage Owners' Association. The latter did not sign agreements binding upon its members, nor did it meet in conference with the representatives of the Stablemen's Union. The union, however, drew up an agreement and submitted it to the Stable and Carriage Owners' Association for the purpose of securing suggestions as to the final form such an agreement should take. Several changes were suggested by the association, and these were made by the union. After having taken the course followed by all teaming agreements and after having been approved by the proper authorities, it was printed and submitted to individual employers for their signature. About fifty-two firms were signed up, many of them being small stables, employing from one to three men. The union favored the individual agreement for the reason that the employers' association had but few members, and also because the membership of the latter was continually changing, so that an agreement signed by it could not have been made binding upon its shifting membership. Although the agreement in effect in 1915, which was the first written agreement since the fire of 1906, was supposed to be for a period of but two years, the union made a practice, nevertheless, of signing up an employer for as long a term as he was willing to bind himself.

Analysis of Conditions of Employment

Prior to organization, the stablemen had received from $2.00 to $2.50 per day. Hours of employment had not been fixed. The minimum daily wage as set by the agreement in effect in 1915, was $3.00, payments to be made semimonthly. Day men were allowed to work but ten hours per day, and then only between the hours of 4 A.M. and 7 P.M., but one man in five or less, two men in eight, three men in thirteen and four men in twenty, were permitted to remain on duty between 4 A.M. and 7 P.M., but not for more than twelve hours at a time. Washers

and harness cleaners were not to work more than ten hours out of eleven.

Stablemen were not to handle hay or grain, or haul manure from the stable. Hostlers were not to take care of more than twenty-five horses each, give and take one. Where required to hitch or unhitch horses outside the stable, they were not to take care of more than twenty-two horses, and were to hitch or unhitch only those horses in their immediate charge.

The business agent of the union was to be given access to the stable at reasonable hours. In case any question arose regarding wages paid union members, full investigation was to be permitted the representatives of both the union and the Stable and Carriage Owners' Association.

The constitution and by-laws of the union declared that any member of the union quitting his employment previous to notifying the business agent or union office, should be fined $2.50, and that any member when sent by the business agent or the union office to report for work at any stable, who failed so to report, should be fined $2.50. Any member starting work before 4 A.M. should be fined not less than $20.00 and any member quitting after 7 P.M. should be fined not less than $10.00.[37]

The closed shop was not insisted upon or enforced, although the agreement stated that "All men except the foremen, engaged in stables, who come under the jurisdiction of Local No. 404, must be members of the union, or make application in full within ten days after beginning work." The constitution and by-laws of the union declared that any member of the union having power to hire, should employ none but union members.[38] Union foremen were required only in stables employing no more than four stablemen.

There was no machinery for conciliation and arbitration provided by the agreement. Controversies could be settled only through the agency of the Team Drivers' Local Joint Executive Council or the Labor Council.

The terms of the agreements were not rigidly enforced,

[37] Art. XIV, sec. 6.

[38] *Ibid.*, sec. 2.

especially upon the small employer. The union punished any violation of the agreement on the part of its members by the imposition of a fine of not less than $5.00 and not more than $50.00. Second or repeated offenses were punishable by expulsion.

CHAUFFEURS' UNION, NO. 265

Chauffeurs' Union, No. 265, was organized in October, 1909, with a membership of 75. In 1915 it had about 225 members, and represented a 50 per cent organization. All but about one-tenth of its members were engaged in the taxicab service, and about 90 per cent of the men in that service were members of the union. A few of the members owned their cars and were engaged in the taxicab business. The jurisdiction of the union covered all chauffeurs engaged in the transportation of passengers, either for private individuals or a corporation in San Francisco, and all owners driving their own car in public service, and also . . . all garage help employed in the city and county of San Francisco.[39] It also included the washers in the garages.

Two of the largest taxicab companies were organized into an employers' association, but inasmuch as both of these concerns were not only non-union, but also anti-union, in their attitude, no collective bargaining existed in 1915 between the association and the union.

Previous to the winter of 1910, the taxicab drivers worked on a commission basis. They received 20 per cent of the gross receipts, out of which commission they paid the employer $0.12 per gallon for gasoline. The average net wage earned per day was about $2.75. The abuses of this system led to the organization of the union.

In 1910, a strike was declared against the three largest taxicab companies in the city. One of these companies went out of business and the other was absorbed by the third company. The strike lasted for about two weeks. The remaining company at first agreed to grant the demands of the union, and then later

[39] By-Laws, sec. 1.

refused to abide by its promise. The strike, however, resulted in the abolition of the charge for gasoline, and in the introduction of a fixed daily wage in place of the commission. The larger taxicab companies retained the open shop.

During 1914, the Chauffeurs' Union adopted the policy of inducing individual firms to sign the union agreements. No form of collective bargaining was attempted. To inaugurate the policy referred to, the union obtained the consent of the Labor Council to strike two medium sized firms. The managers of these firms appeared before the Labor Council, and upon being assured that the union would also compel the largest taxicab company to sign up, placed their signatures to the union agreement. Up to 1915 the union had been unable to live up to its promise. It had, however, been successful in signing up four other taxicab companies, covering about 75 men in all.

The stronghold of the Chauffeurs' Union lay with the undertakers of San Francisco, who were organized into the Undertakers' and Automobile Owners' Association. Of the forty-three undertakers in that city, all but one was "fair" to the union. Practically all of the business of the six taxicab firms which signed up with the union, arose in connection with funerals. The Undertakers' and Automobile Owners' Association adopted a scale of automobile rates for funerals. This scale was approved by the Chauffeurs' Union on August 7, 1913. Thus the two organizations bargained collectively in connection with the fixation of automobile rates for service at funerals. No funeral could start from any of these forty-two undertaking establishments unless the hired automobiles and taxicabs in the funeral procession were driven by union members. This rule of course did not apply to private cars.

As noted above, there was no collective bargaining covering the entire taxicab field. The union made a practice of drawing up its agreements, having them approved in the manner customary with the other teaming trades unions, and then submitting them to the employer for his signature. There was no employers' association covering the whole field with which collective bargaining could be carried on.

For five of the firms which had signed up, the agreement existing in 1915 was to run for a period of three years; in the case of the sixth firm, it was to run for but one year.

Analysis of Conditions of Employment

The agreements required that chauffeurs were to receive $3.50 per day. For the first year, in the case of the three-year agreements, overtime was to be paid at the rate of $0.30 per hour, with extra men receiving $0.50 an hour; for the remaining two years, the overtime rate was to be $0.50 and $0.75 respectively. In the case of the one-year agreement, overtime was to be paid at the rate of $0.50 an hour, with extra men receiving $0.75 an hour. Chauffeurs driving extra on funerals to San Mateo County were to receive not less than $2.50 per trip unless previously engaged for the day. Washers were to receive not less than $3.50 per day; brass polishers and floor men a minimum of $2.50, and all foremen not less than $3.75 per day. For chauffeurs, the day could not exceed twelve consecutive hours out of twenty-four, with reasonable time off for lunch when convenient; and for washers, polishers, floor men and foremen, not more than ten consecutive hours.

All boots and aprons for washers were to be furnished by the employer. The business agent of the union was to have access at all times to the garage of the employer.

Members of the union who owned their cars had to employ union drivers, or compel their employees to join the union, under penalty of a $5.00 fine. The closed shop was insisted upon, but the employers were to hire union men only so long as the union was able to furnish them. Foremen were also required to be members of the union. There were no requirements for admission to the organization except that the applicant be a chauffeur or garage employee.

No machinery for conciliation and arbitration of disputes was provided by the agreement, and none was available except through the agency of the Team Drivers' Local Joint Executive Council or the Labor Council.

The agreement was enforced by the union, but the employer had nothing to enforce, inasmuch as it was so completely a one-sided arrangement.

ICE WAGON DRIVERS' UNION, NO. 519

Ice Wagon Drivers' and Helpers' Union, No. 519, was organized in 1901. In 1915 it had about one hundred members and represented a 100 per cent organization. In 1915 there were but three ice companies in San Francisco, and they bargained collectively with the union. The agreement in effect in 1915 had been adopted in 1908. It was customary to have the agreement drawn up for a period of but one year with the understanding that it was to continue in effect year after year unless either party was notified by the other on or before December 1, of any year that a change was desired.

The agreements always represented a compromise. It was the practice to have them drawn up by a committee of eight, each side being represented by a delegation of four members. After the agreement was approved by the union, it took the course followed by all teaming agreements.

The employers spoke very highly of the union and of the treatment accorded them by its members. The relations between the two parties were very harmonious. Each year the union gives a banquet to which it invites the employers as guests of honor. One of the employers was instrumental in bringing about the organization of the ice wagon drivers.

Analysis of Conditions of Employment

The agreement existing in 1915 required that wages be paid monthly. Drivers were to receive $95.00 per month; helpers if employed regularly, $3.00 per day; and auto-truck drivers, $100.00 per month. Overtime was to be paid at the rate of time and a half. Employees were to have Sundays and all legal holidays without deduction of pay, except when the latter fell on Monday or Saturday, in which case, if the employees were required to do emergency work, time and a half

was to be paid. Section 6 of article X of the constitution and by-laws of the union declared that "Any member of this Union failing to demand payment for overtime worked before and after specified hours shall be fined five ($5.00) dollars." Members of the union were not to work for any ice company at a rate of wages lower than that specified in the agreement.

The hours of labor were fixed at ten hours per day from December to March inclusive, and eleven hours per day from April to November inclusive. Both sides agreed to give and take one-quarter of an hour. Members of the union were required to report at the stable at 6 A.M. when working eleven hours, and at 7 A.M. when working ten hours. The company agreed to furnish overtime books in which the drivers and helpers could register their overtime. The foreman was required to verify said books. Drivers and helpers who were from one-quarter to one-half an hour tardy in beginning work might be docked one-quarter of a day's pay; if from one-half to an hour tardy, they might be docked one-half day's pay; if over an hour tardy, it was to be discretionary with the employer whether or not the employee was to be put to work. Section 5 of article X of the constitution and by-laws of the union declared that any member who began work before the regular starting time should be fined $2.00 for the first offense, $4.00 for the second, $6.00 for the third, and for all additional offenses, the punishment was to be left to the decision of the union.

The agreement provided that employees could go home after having served their routes and after having settled their accounts, provided no further handling of ice were required. Drivers and helpers were not to do barn work; nor were they to be asked to take care of their wagons. They were, however, to harness their horses. If legal holidays fell on Monday or on Saturday, employees could be requested to do emergency work on those days, but they had to be paid at the rate of time and a half. On each day preceding a Sunday or legal holiday, drivers and helpers agreed to deliver a two-days' supply of ice where required, regardless of the time required to serve their routes. Any other work required of the drivers and helpers on

those days after the prescribed hours, was to be paid for at the rate of time and a half. If a driver neglected to give a customer the proper supply of ice for Sundays or legal holidays, the company could send out such supply of ice and charge the expense to the driver. Section 9 of article X of the constitution and by-laws of the union declared that any member of the union who employed a helper and paid for him out of his own pocket without the permission of the union was to be fined $10.00.

The closed shop was provided by the terms of the agreement, according to which the employer promised to hire none but members of the union. He could, however, employ a non-union man but for not longer than two weeks. At the end of the first week, the non-union employee was to apply for admission to the union. If found to be "a good and worthy man" the union agreed to admit him to membership. There were no qualifications for membership except that the applicant had to be at least twenty years of age and engaged in the work of driving an ice wagon or auto-truck or assisting in the delivery of ice.

Article XV of the agreement provided that no matter affecting the interests of both parties should be acted upon by one of the parties until it had been referred to a committee of four members, which should meet with a like committee from the other party, a decision of a majority of such conference to be binding upon both parties. The agreements had been conscientiously lived up to by both parties. There had been no cessations of employment.

SODA AND MINERAL WATER DRIVERS' UNION, NO. 546

Soda and Mineral Water Wagon Drivers' Union, No. 546, was organized in 1901. In 1915 it had about fifty members and represented about a 30 per cent organization. The union had always been very weak and unimportant, although there was no good reason for this being the case. The conditions surrounding the employment of these drivers were as favorable for organization as were those of any of the other teaming employees, yet a strong union appeared to be impossible. In 1915

it was thought likely that the union would soon give up its charter and affiliate with one of the other teaming trades unions.

MATERIAL TEAMSTERS' UNION, NO. 216

Material Teamsters' Union, No. 216, was an organization of teamsters hauling building materials. In 1915 it had about 420 members and represented a 100 per cent organization. It was affiliated with the Building Trades' Council as well as with the Labor Council and the Team Drivers' Local Joint Executive Council. Inasmuch as it was most closely allied with the Building Trades' Council and followed the policies of that central body, it is not considered in this survey.

D. The Building Trades

As has already been noted above,[40] the brewery trades and the building trades represented the two extremes among the trade unionists of San Francisco as regards collective bargaining and trade agreements. The brewery trades had long and effectively upheld such policies, while the building trades unions had as vigorously opposed them. Yet both groups had completely dominated their respective fields and had secured the greatest returns for their members.

The effectiveness of the Building Trades' Council was due to a great extent to the thoroughness of organization existing among the building trades craftsmen, which was made possible by the measures and policies adopted by the council and its executive officers. It spent little or no time in idle talk and in passing meaningless resolutions. It *did* things, and while the methods employed at times may be open to criticism, one is compelled to admit that it obtained higher wages, shorter hours and better conditions of employment for its members than would otherwise have been possible.

In the first place, the council stood for the rigid enforcement of the working-card system, whereby every worker was compelled to carry his working card, showing that he was a member of his union in good standing. The State Building Trades' Council, through its general executive officers, issued quarterly working-cards to the local building trades' councils, which were then reissued to the affiliated unions, and by them to their paid-up members. These cards were of different color for each quarter of the year.

The constitution and by-laws of the State Building Trades' Council declared that this working-card system was to be "enforced in accordance with the local law and the objects of the State Building Trades' Council." The San Francisco Building Trades' Council strictly enforced this policy. Sections 1–5 of

[40] Cf. pp. 247–248.

article II of the by-laws of the local council, which related to this matter, were as follows:

Section 1. Quarterly working cards shall be issued to unions quarterly two weeks prior to issue, bearing the seal of the Council and the signatures of the President and Recording and Corresponding Secretary. It shall be the duty of the Financial Secretary of each affiliated union to attach his signature to each card issued to the members thereof.

Section 2. It shall be the imperative duty of all members of unions affiliated with this Council to carry the current Quarterly Working Card of the State Building Trades Council, or a permit issued in lieu thereof, while at work. Any member working without said card shall be subject to a fine of one day's wages for each day he so works, and must immediately cease work upon the request of any member of any affiliated union until such time as he secures a current Quarterly Working Card of the State Building Trades Council, or a permit issued in lieu thereof.

Section 3. It shall be the duty of all members of unions affiliated with this Council to show such working card when requested to do so, or when challenged by any duly accredited Business Agent of this Council. Any member refusing to show his card when requested to do so shall be subject to a fine of not less than one day's wages.

Section 4. Each craft when starting to work on a job shall appoint a steward for said job. Stewards shall see that every man working upon the job carries the current Quarterly Working Card of the State Building Trades Council. Stewards of the different crafts shall interview the workmen of each craft employed thereafter on said job, and ascertain before 8 A.M., between 12 M. and 1 P.M., or after 5 P.M., if they have the current Quarterly Working Card of the State Building Trades Council. Stewards neglecting to perform their duty or failing to immediately notify the Council of any man working without such card shall be subject to a fine of not less than one day's pay.

Section 5. Each member of every union affiliated with this Council, upon going to work on any job where other workmen of the building trades are employed, shall, before beginning work on said job, ascertain if other workmen thereon carry the current Quarterly Working Card of the State Building Trades Council. Should any workman without the current Quarterly Working Card work on any job, it is the duty of each and every member of affiliated unions working thereon to immediately notify the Council. Failing to do so, such members of affiliated unions shall be subject to a fine of one day's wages for each day that they work with any workman not carrying the current Quarterly Working Card of the State Building Trades Council.

All matters bearing upon the violation of these sections, which in any way concerned the Building Trades' Council, and appeals from fines imposed by the local unions, were brought before its executive board. During 1913 and 1914, owing to the stress of

unemployment, the executive board had a large number of violations of the above sections brought to its attention. Fines were imposed and sincere efforts were made to enforce the regulations of the council.

Another matter which made for the effectiveness of the Building Trades' Council was the vigorous manner in which the policies of the council were carried out by those in charge of its affairs. Various means were employed by its officers to crush any and all opposition either to themselves or to the policies for which they stood. At times, those in control of the council's affairs did not hesitate to break up a union if perchance it evidenced any inclination to oppose those in power. Organizations were ousted from the local council and their members declared to be "unfair" even though duly affiliated with their international union and in good standing therewith. At times a rival union was formed for the purpose of coercing some recalcitrant organization into accepting the rulings of the council. After the old union had been completely coerced, the council at times ordered the rival organization to be dissolved and its members to apply for admission in the old union. Initiation fees had to be paid over again, and at times it happened that the members of the rival union, who were the means of coercing the old organization, were denied admission to the latter.[41]

Another cause of the effectiveness of the Building Trades' Council was the permanency of its officials. It had retained the same president since its inception. The tenure of other officials

[41] An instance of the above is to be found in connection with the plasterers' strike in 1913–1914. In the latter part of 1913 a jurisdictional dispute arose between the plasterers and carpenters regarding which union should have jurisdiction over the framing and nailing up of staff work on Machinery Hall at the Exposition grounds in San Francisco. The Building Trades' Council ruled that the work in question belonged to the carpenters, whereupon the plasterers struck. The Building Trades' Council then ousted them from membership in the council and proceeded to organize Plasterers' Local Union, No. 1. The president of the Building Trades' Council declared that the members of the old union, No. 66, would have to affiliate with the new union before they could again work in San Francisco. The controversy was settled on January 16, 1914, the old plasterers' union, No. 66, withdrew its demands and was reinstated in the Building Trades' Council. Those plasterers who had joined Local No. 1 were then informed that if they desired to work at their trade as union men in San Francisco, it would be necessary for them to pay an initiation fee of $50 and join Local No. 66. Other instances of similar character might be cited.

had also extended over comparatively long periods of time. In the case of the Labor Council, on the other hand, no men or set of men had ever dominated its policies for any considerable length of time. Its affairs, as a rule, had been most democratically managed. Permanency in office in the Building Trades' Council had been made possible in part by such means as organizing unions to secure votes, dissolving obstreperous unions, hounding those men who had opposed or objected to the policies of the council's officers,[42] interfering, sometimes by the use of "strong arm" methods, with the election of the officers and delegates of local unions, manipulating the number of delegates allotted each union by the rules of the Building Trades Department of the American Federation of Labor so as to give more than the allotted number of delegates in the Building Trades' Council to favored unions, and by similar methods. While the means employed to attain the end desired may be seriously questioned, yet it must be admitted that the permanency in office thereby secured made possible the pursuance of a consistent set of policies which in its turn made for the dominance and strength of the Building Trades' Council in the local field.

The council also reserved to itself the right to refuse at any time to seat delegates sent to it by any affiliated union if those delegates or any of them were objectionable for any cause whatsoever to the delegates already seated in the council. By this means it was usually able to keep out so-called disturbers or objectors.[43] The council also reserved to itself the right to expel any delegate or to take away his vote if at any time it desired to do so. By such methods, a more unified and cohesive working body was secured whose time was not largely taken up with petty janglings and quarrels as would otherwise have been the case.

---

[42] By making it impossible for them to obtain or retain employment, by filing false charges against them before the union or the Building Trades' Council, and by various other means.

[43] Section 2 of article II of the constitution of the council provided that "The Council, however, reserves the right to object to the seating of any, or all, delegates who, in its judgment, are considered undesirable or detrimental to the best interests of the Council."

The council was effective also because it enforced its decisions and awards. It compelled its constituent unions to abide by its mandates. The council agreed to affiliate with the Building Trades' Department of the American Federation of Labor only upon condition that it be permitted to retain its autonomy and also its power over its constituent unions. There had been fewer strikes in the building trades in San Francisco than elsewhere owing to the rigorous methods and policies pursued by the council and to its ability to compel the affiliated unions to respect and abide by its decisions. All demands for increased wages, shorter hours and better conditions of employment had first to be approved by the Building Trades' Council. Its decision in the matter was final. There could be no appeal. Any union which refused to obey the decision of the council was ousted from that body and declared to be unfair. A rival union might then be formed to take the places of the members of the obstreperous organization, and the latter would usually be whipped into line. The council had always followed this policy of riding roughshod over all opposition within its ranks, and at times attempted, though not so successfully, to pursue the same policy in its dealings with other branches or organized labor in San Francisco. By the methods described the council was able to prevent impossible demands being made by the unions affiliated with it. It watched matters very closely in every part of the local building trades field, and thus prevented many labor disputes that would otherwise have occurred. Whenever labor controversies arose, the council made every effort to adjust them by means of arbitration or otherwise. Although the constitution and by-laws of the council made no provision for either conciliation or arbitration, it frequently employed both methods for the purpose of maintaining industrial peace.

The Labor Council also believed in, and always attempted to induce its members to adopt, conciliation or arbitration in all labor disputes. In all matters it tried to play fair with the employers. It, too, was a powerful agency for industrial peace.

As has been noted above, the Building Trades' Council as a central organization, as well as its affiliated unions, did not

stand committed in any degree to a scheme of collective bargaining based on trade agreements. Its constitution and by-laws contained no provisions relative to the drafting of trade agreements or their use by either the council or its member unions. The officials of the council claimed that it and its member unions should be free and unhindered in their right to change wages, hours and conditions of employment whenever they desired to do so, and that a system of trade agreements would make the exercise of that prerogative impossible.

Nothing so clearly shows the general attitude of the council towards this matter as the testimony of its president, Mr. P. H. McCarthy, given before the U. S. Commission on Industrial Relations in San Francisco, September 1, 1914. Upon being questioned by Commissioner John R. Commons, he declared:

> We do not believe in those signed agreements that have possession of you eastern gentlemen. We believe they are contrary to certain conditions within the confines of this country. We believe that they act as incentives to employers and employees alike, and create trouble at about the time of the expiration of the agreement. Everybody knows that they do.[44]
>
> Time limits are very dangerous. Time limits act as incentives to both parties to make certain demands.[45]
>
> We will not sign time agreements, and we believe time agreements are vicious, and we are not engaging in anything that is vicious.[46]

As a consequence of this policy, the Building Trades' Council was a party to but two agreements at the time covered by this study (1915). One agreement, that with the Planing Mill Owners' Association, had been drawn up as early as February, 1901, and had been amended and readopted from year to year. It had brought to conclusion a very serious labor struggle waged for the purpose of preventing the use of imported unfair lum-

[44] U. S. Commission on Industrial Relations, *Final Report and Testimony*, vol. 6, p. 5212.

[45] *Ibid.*, p. 5211.

[46] *Ibid.*, p. 5212. In May, 1917, however, the Building Trades' Council sanctioned an agreement drawn up in conference between representatives of the Master Painters' and Decorators' Association and the local District Council of Painters. This is the first instance of collective bargaining based on a trade agreement that has been recorded in the building trades' world for many years past; another agreement of similar character was entered into by these two parties and approved by the Building Trades' Council in August, 1906.

ber.[47] The other agreement was that which had been drawn up with the Master Painters' and Decorators' Association in June, 1914, following a strike of the journeymen painters for higher wages.[48] Both agreements were the result of arbitration proceedings. As President McCarthy declared before the U. S. Commission on Industrial Relations, "Whenever the board of arbitration is called in, then we request agreements and agreements are signed up."[49] Otherwise agreements are not resorted to.

The Building Trades' Council thus stood committed to a policy antagonistic to the use of trade agreements except in those cases where arbitration proceedings were necessary to settle a controversy between employers and employees.[50]

The building trades employers of San Francisco were very thoroughly organized into various associations representing the interests of particular groups of contractors. Thus in 1915 there were the General Contractors' Association, the San Francisco Lumbermen's Club, the San Francisco Planing Mill Owners' Association, the Master Housesmiths' Association, the Lighting Fixtures Club of San Francisco, the Master Roofers' and Manufacturers' Association, the Concrete Contractors' Association, the Furniture and Carpet Trades' Association, the Sheet Metal Contractors' Association, the Master Painters' and Decorators' Association, the Erectors' Association of California, the Cabinet Manufacturers' Association of California, the Masons' and Builders' Association of San Francisco, and the California Association of Electrical Contractors and Dealers. At the time this survey was made (1915), all but the last two associations were affiliated with the Building Trades Employers' Association of San Francisco.[51]

---

[47] See appendix D for a copy of this interesting agreement.

[48] See appendix E for a copy of this agreement.

[49] *Ibid.*, p. 5211.

[50] COMMISSIONER COMMONS: "Your method here is, you don't make written agreements with the employer?"

Mr. MCCARTHY: "Unless where arbitration boards are allowed in." *Ibid.*, p. 5211.

[51] The Building Trades Employers' Association disbanded in 1917.

Neither the Building Trades Employers' Association nor any of the above mentioned associations engaged in collective bargaining based on a system of trade agreements. They had been formed primarily for trade purposes. At times a meeting might be held in conference with representatives of a local union or of the Building Trades' Council, but this would usually occur after the employers had been notified that a new wage scale was to go into effect or that a certain firm had been declared to be unfair, or that a labor dispute was threatened or had taken place, or after something else of a similar nature had occurred or was about to occur. There were a few cases of agreements being signed between the individual employer and the union, but such a practice was the great exception rather than the general rule. Thus in 1915 the bricklayers' union had what was known as a "reciprocal agreement" which fair contracting masons and builders signed as individual firms.[52] Undoubtedly there were a few other scattering individual agreements which my investigation failed to disclose, but they were found so seldom among the building trades unions as not to be considered of any consequence in determining the characteristics of the activities of the particular group of trades under discussion.

The various employers' associations in the building trades did not meet with the union or unions concerned or with representatives of the Building Trades' Council to discuss wages, hours or conditions of employment unless objections to the proposed scale of the union were made by the employers. Mr. Grant Fee, president of the Building Trades Employers' Association of San Francisco, in testifying before the U. S. Commission on Industrial Relations in San Francisco, September 1, 1914, declared that:

> There is no collective bargaining in this city, as I understand the term. The system in vogue in this city is: The unions pass a so-called law raising the scale of wages or changing the working conditions; that is referred to the building trades council for their approval; if approved by the building trades council, it is put in force; sometimes notice is given and again no notice is given in spite of the fact that the building trades council

[52] See appendix F for this unique agreement. Note especially articles XI and XII.

say that one of their laws is that a 90-days' notice must be given before a change in wage or working conditions is put into effect. The employer has no voice whatever in making the above-stated rules; the employer's part consists in making what resistance he can; this resistance has met with no degree of success, excepting cases of housesmiths' trouble in the matter of eight-hour day in structural shops. Collective bargaining, as I understand the term, presumes discussion and consultation by the parties concerned before agreements are made. Here there is no such discussion. The so-called agreement is the ultimatum of one party which the other party has no choice but to accept.[53]

Mr. McCarthy, at the same hearing, described in the following manner the methods used by the building trades unions in settling conditions of employment:

Mr. McCarthy. As to the wage?

Commissioner Weinstock. Take a hypothetical case. Suppose the carpenters would decide that they are entitled to an increase, say, 10 per cent of the present wage.

Mr. McCarthy. Yes.

Commissioner Weinstock. Will you explain to the commission what would be the method?

Mr. McCarthy. The carpenters would take the matter up in their district council, which embraces all of the carpenters within the confines of the transbay cities. They would then send that out to a vote of the carpenters. That vote would be tabulated and sent in to the district council. If a majority, or two-thirds, or whatever this vote did run, the action called for would be tabulated. Then, it would be by the district council of carpenters approved and sent, if occasion required, to the general office in Indianapolis for approval; but if it did not, and that would be waived—in either event if it was sent first to Indianapolis it would then go to the building trades council of this city with which the carpenters are affiliated, the building trades council of Alameda County, and then the building trades council would take the matter up with the general contractors' association, the builders' exchange, with which some builders doing carpenter work may be associated. We also communicate with every independent contractor in this city who are[54] business agents, and these men would be interviewed in that manner and the subject drawn to their attention.

. . . . . .

Commissioner Weinstock. ... You would send them an official communication?

---

[53] Ibid., p. 5176. In a supplementary brief filed by Mr. Fee with that commission, he declared that: "They recognize their power, wielded by a collective demand, but seldom, if ever, deal with any but individual employer unless forced to do so by that employer referring the demand made upon him to the employers' organization. And this in spite of the fact that the union well knows that the employers have an active organization." *Ibid.*, p. 5320.

[54] Evidently an error of the stenographer. Presumably "who are" should read "through our."

Mr. McCarthy. We sure would, because they have an association, and [in the case of] all of those institutions you will find that [there are] men in the same line [who] are not affiliated; those men also have a right to know and a right to pass upon a change of that kind, and as a result our business agent takes the matter up with them.[55]

. . . . . .

Commissioner Weinstock. The point is not clear to me yet.

Mr. McCarthy. What is it that is not clear now?

Commissioner Weinstock. Whether you say to the contractor—whether you simply inform him of your conclusions, or whether you leave it a debatable question.

Mr. McCarthy. We inform him as to what action we have taken, of course.

Commissioner Weinstock. That you have decided there shall be a certain—

Mr. McCarthy.—No sir; we haven't done anything of the kind. Don't get away with that. We have decided what we shall ask for, and we are now drawing his attention to it, and those who are not affiliated with us, to the end that if he feels the need of discussion we will so take it up with him and discuss it with him. Mr. Fee was not correct when he stated that we made laws for them. He knew that he was not telling the truth.

Commissioner Weinstock. Then I am to understand that it is left a debatable question?

Mr. McCarthy. Of course it is a debatable question. There is nothing settled until it is settled by both parties.[56]

In responding earlier in his testimony to a question asked by Commissioner Commons, Mr. McCarthy declared that there was but one agreement existing between the Building Trades' Council and the San Francisco Planing Mill Owners' Association. The following discussion then took place:

Commissioner Commons. So that all other agreements are simply rules or plans or schedules, and so forth, submitted to them and they sign it individually?

Mr. McCarthy. No. They are entered into by mutual consent. As outlined by myself here in the beginning, to wit: . . . [the union adopts a schedule], it is passed up to the building trades council, referred by the building trades council to the executive board, by the executive board it is referred to the representative in the field, and those representatives interview each and every individual in that department, get an expression of opinion from them, and only in two instances during the past 15 years have a majority of those dissented. . . . When they get a majority of employers in favor thereof, at a regular meeting, they decide accordingly, and so notify the employers.

[55] *Ibid.*, p. 5213.

[56] Ibid., pp. 5214–15.

Commissioner COMMONS. As a matter of fact, you recognize that that is not what is usually called collective bargaining?

Mr. MCCARTHY. As a matter of fact, Professor, I recognize that that is what is collective bargaining.

Commissioner COMMONS. It is collective bargaining on your side.

Mr. MCCARTHY. On every side; on my side and on their side.

Commissioner COMMONS. And individually on their side?

Mr. MCCARTHY. No. You are mistaken there, Professor. They have their association. You are in error there. They take it to their association.

Commissioner COMMONS. Do the representatives of your association meet the representatives of their association and jointly agree upon all questions, wages, hours, and conditions?

Mr. MCCARTHY. ... you haven't followed me.

Commissioner COMMONS. I thought I did.

Mr. MCCARTHY. ... When the council takes this [step], it becomes the law, and then it is a subject of discussion, and not before. ...

Commissioner COMMONS. You do meet the employer?

Mr. MCCARTHY. Absolutely. If there is any objection, then we meet. That is collective bargaining, just and correct.[57]

It is clearly evident, not only from the testimony presented before the U. S. Commission on Industrial Relations by Mr. Fee and Mr. McCarthy, but also from data secured by personal investigation, that collective bargaining based upon trade agreements, and that trade agreements themselves except in case of disputed points decided by an arbitration board, played no part in the activities of the building trades unions.

Testimony before the Commission on Industrial Relations as well as personal interviews also disclosed the fact that there was widespread complaint among the building trades employers relative to the arbitrary methods pursued by the building trades unions in connection with such matters as would customarily form the basis for a scheme of collective bargaining. It may be that the arbitrary methods employed by the Building Trades Council made possible its unquestioned success in securing higher wages, shorter hours and better conditions of employment for its members than otherwise might exist. But the fact should never be overlooked that the continued arbitrary exercise of authority and power inevitably causes dissatisfaction and complaint.

[57] *Ibid.*, p. 5211.

Although the Building Trades' Council had always opposed the adoption of trade agreements except in case of a disputed point settled by means of arbitration, nevertheless when agreements had been made necessary, the council had uniformly lived up to the conditions imposed and had compelled its member unions to do likewise.[58] The ability of the council to enforce compliance with the terms of such agreements had been due solely to the exercise of this same arbitrary and dictatorial power above discussed. Without it, the council would have been unable to have enforced obedience to its mandates, and would thus have degenerated into an ineffective, uninfluential organization, not unlike the other trade councils with which other unions of the Labor Council were affiliated.

Inasmuch as collective bargaining and trade agreements played such an unimportant part in the life and activities of the Building Trades Council, no discussion of the terms of the few agreements that were in force in 1915 is deemed necessary. The bricklayers' agreement, the painters' agreement, and the agreement with the planing mill owners will be found in the appendices.

---

[58] In reciting the events that led up to the drafting of the agreement in the painters' controversy in 1914, Mr. F. W. Kellogg, one of the arbitrators, made the following significant statement before the U. S. Commission on Industrial Relations at San Francisco, September 5, 1914:

"Mr. McDonald of the building trades council made a very fair statement at our meeting on May 12. And he challenged the employers' association [Master Painters' and Decorators' Association] to point to a single instance where they [the building trades unions] had broken an agreement after they had entered into it. There was one or two answers to that that claimed that they had broken their agreements in a minor way, but the final admission was that the building trades council had kept its agreements in this city."—U. S. Commission on Industrial Relations, *Final Report and Testimony,* vol. 6, p. 5481.

CHAPTER IV

CONCLUSION

From the preceding discussion, it is clear that collective bargaining based on joint or trade agreements was an accepted fact in practically all lines of trade in San Francisco, the building trades being the only outstanding group of unions committed to a contrary policy. As a rule organized labor welcomed the introduction of the agreement and employed it whenever possible, even to the extent of trying to use it at times when no employers' association existed to assist in drafting it.

Collective bargaining based on trade agreements was an unquestioned success in San Francisco. Its continued and increasingly wider use was in itself conclusive evidence that such was the case. Its greatest value lay in the fact that through it the conditions of employment in a given line of work were definitely fixed for a certain length of time. This naturally made more easily possible the maintenance of industrial peace. It is worthy of note that in the later period of trade union history in San Francisco, during which time some form or other of trade agreement was so widely used, there were no cases of serious labor difficulty, and only a few minor and relatively unimportant instances of misunderstanding between employers and employees where bound by a trade agreement. One thing that made this condition possible was that practically all of the agreements provided for some method of settling disputed points or deciding questions as to the interpretation of any clause of the agreement by means of conciliation or arbitration. Then, too, with the conditions of employment definitely fixed for a definite period, there was bound to be less likelihood of frequent disputes about such matters as hours, wages, etc., than where no written contracts were in effect. Another matter which must not be overlooked is that inasmuch as the union forces, acting through their representatives, were given the right to take part in the fixation of the conditions of employment, they felt more keenly

the responsibility of abiding by their agreement, whose terms they had assisted in shaping, than would otherwise have been the case. It is not strange, therefore, that joint agreements in San Francisco were as a rule, well kept. It was no unusual thing to find unions and employers' associations imposing heavy fines upon their members for any violation of the terms of their agreements, although in no case was a specified money guarantee put up by either side which was to be forfeited if the terms of the agreement were not kept. The latter method has been followed in certain instances by unions and employers in eastern cities. Thus it was that the parties concerned found it to be much more satisfactory to have the employment conditions fixed by bargaining collectively through duly selected representatives and by signing agreements embodying the terms of employment, than to have them determined by means of strikes, lockouts, etc. The latter are always costly in the extreme both to employer and employee as well as to the general public.

Where the conditions of industry permitted and where both parties were thoroughly organized, neither was able to dictate terms to the other. Real collective bargaining and the drafting of joint agreements, fair in their terms to both parties, are possible only where both employers and employees are fully and permanently organized. It is only under such conditions that each can best protect its individual interests in connection with the fixation of the employment contract. As has been noted in the preceding pages, there were quite a number of branches of trade in which the union forces were fully organized, but the employers were not organized, or if so, the aim of their association was not collective bargaining. From time to time employers in certain lines of business in San Francisco had gotten together in order to combat some trade union demand, but immediately after the crisis had passed, the association had disbanded. The one lesson that the employers of San Francisco, as well as elsewhere, must learn, is that effective and fair collective bargaining is possible only where both sides are thoroughly and permanently organized. It is then that the drafting of the agreement becomes a higgling process, all action

being preceded by discussion and deliberation on the part of the representatives of both employers and employees. As a consequence of this higgling and discussion over the claims presented, each obtains a much better appreciation of the rights and the point of view of the other, thus making for the creation of better relations between them. If on the other hand, either party attempts to dictate terms of employment or to force their acceptance upon the other by means of strikes, lockouts, etc., then it is that discontent, hate and suspicion inevitably arise and make for further trouble upon the industrial field. Thus in the building trades of San Francisco, where the policy of collective bargaining based on trade agreements was not followed, there was far greater dissatisfaction among the employers and a much greater protest by them on the ground of dictation of conditions of employment by the unions than in the case of the employers in those groups of trades in which joint agreements were customary.

Another advantage of the joint agreement was that it placed all shops of those employers that were bound by its terms upon the same basis, whether or not the shops were large or small. In the absence of the agreement, the employees of the small shops frequently worked under much more unsatisfactory conditions than those of the large shops.

In no case, at the time covered by this survey, were any agreements in effect which provided that members of the unions should work only for employers who were members of the employers' association. The central trade union councils of San Francisco were opposed to such closed contracts.[59]

[59] On the other hand, however, there have been closed contracts between unions and employers' associations in the past. Thus, the 1906 agreement between the Master Painters' and Decorators' Association of San Francisco, Alameda, San Mateo, and Marin Counties and the District Council of Painters of San Francisco, Alameda, San Mateo and Marin Counties contained the following paragraph:

"The members of the council agree not to work for any property owner or general contractor, or any one who is not a legitimate painting contractor, except State and municipal work, and all first-class hotels, who employ at least one man steady."

That agreement was approved by the Building Trades' Council. On August 26, 1911, another painters' agreement was signed which contained the same declaration. Because of a certain situation which had arisen in the ranks of the Building Trades' Council, which need not be discussed in

In none of the trades covered by this survey, were the details of the local employment contract fixed by agreements drawn up between national or international unions and national employers' associations, as is done in some instances in eastern communities. They were governed only by local agreements and local shop rules or by the general union regulations imposed by the national or international organizations.

It should also be noted that the representatives of unions and employers' associations who drafted the agreement as finally adopted, did not have the right to bind their respective organizations. In all cases the agreement had to be submitted to the union and to the employers' association for ratification. In some instances the employers' association signed the agreement for its members, while in others, it was not empowered to do so, each individual firm signing for itself.

Any survey of industrial relations in San Francisco would abundantly justify the conclusion that the experience of the unions and the employers with collective bargaining based on trade agreements coincides with that elsewhere. It had been a success, and as a consequence its use will become increasingly more widespread. It represents a step towards a greater industrial democracy, towards giving the workingman more power and influence in determining the conditions of the employment contract. His representatives sit on a basis of equality with the representatives of his employer and exercise an equal voting strength in deciding as to wages, hours and conditions of work. With the extension of the use of the joint agreement and the greater participation by the unions in the governing of industry, there will undoubtedly come "a greater responsibility for the character, skill and conduct."[60] of the members of the unions and the creation of better industrial relations between the employer and the employee.

---

this place, the president of that council notified the District Council of Painters under date of September 30, 1913, that that part of the 1911 agreement was "contrary to and in opposition to the laws" of the Building Trades' Council and that the painters "must cease immediately in this vicious work." The agreement remained in effect until about January, 1914. Cf. appendix D, for later developments.

[60] U. S. Commission on Industrial Relations, *Final Report and Testimony*, vol. 1, p. 120.

APPENDICES

APPENDIX A

Membership of the San Francisco Labor Council, 1915

The following organizations were affiliated with the San Francisco Labor Council in May, 1915:

Alaska Fishermen; Associated Union Steam Shovelmen, No. 2; Amalgamated Carpenters, Nos. 1, 2, 3, 5; Baggage Messengers; Cracker Bakers, No. 125; Cracker Bakers' Auxiliary; Bakers, No. 24; Bakery Wagon Drivers; Barbers; Barber Shop Porters and Bath House Employees; Bartenders, No. 41; Bay and River Steamboatmen; Beer Drivers, No. 227; Beer Bottlers, No. 293; Bill Posters; Bindery Women, No. 125; Blacksmiths and Blacksmiths' Helpers, No. 168; Boiler Makers, Nos. 25, 205, 410; Book Binders, No. 31; Boot and Shoe Workers, No. 216; Boot and Shoe Repairers, No. 320; Bootblacks; Bottle Caners; Box Makers and Sawyers; Brass and Chandelier Workers, No. 158; Brewery Workmen, No. 7; Bridge and Structural Iron Workers, No. 31; Broom Makers; Butchers; Butchers, No. 508 (slaughterhousemen); Carpenters, Nos. 22, 304, 483, 1082, 1640; Carriage and Wagon Workers; Cemetery Employees; Cement Workers, No. 1; Chauffeurs, No. 265; Cigar Makers; Cloak Makers, No. 8; Cloth Hat and Cap Makers, No. 9; Composition Roofers, No. 25; Cooks' Helpers; Cooks, No. 44; Coopers, No. 65; Electrical Workers, Nos. 6, 151, 537; Elevator Conductors and Starters; Elevator Constructors, No. 8; Federation of Federal Civil Service Employees; Furniture Handlers, No. 1; Garment Cutters; Garment Workers, No. 131; Gas Appliance and Stove Fitters; Gas and Electric Fixture Hangers, No. 404; Gas and Water Workers; Glass Bottle Blowers; Glove Workers; Granite Cutters; Grocery Clerks; Hatters; Hackmen; Hoisting Engineers, No. 59; Horseshoers; Housesmiths and Iron Workers, No. 78; House Movers; Ice Wagon Drivers, No. 519; Iron, Tin and Steel Workers, No. 5; Janitors; Label Section; Laundry Wagon Drivers, No. 256; Leather Workers on Horse Goods; Machine Hands, No. 715; Machinists' Auxiliary, Golden West Lodge, No. 1; Machinists, No. 68; Mailers; Mantel, Grate and Tile Setters; Marble Workers, No. 44; Marble Cutters, No. 38; Marine Firemen, Oilers and Water Tenders; Marine Gasoline Engineers, No. 471; Metal Polishers and Buffers; Milkers; Milk Drivers, No. 226; Millmen, Nos. 422, 423; Millwrights, No. 766; Molders' Auxiliary; Molders, No. 164; Mold Makers, No. 66; Moving Picture Operators, No. 162; Musicians; Office Employees; Painters, No. 19; Patternmakers; Pavers, No. 18; Photo Engravers, No. 8; Pile Drivers, Bridge and Structural Iron Workers; Plasterers, No. 66; Plumbers, No. 442; Postoffice Clerks; Press Feeders and Assistants; Printing Pressmen, No. 24; Rammermen; Retail Clerks, No. 432; Retail Delivery Drivers, No. 278; Retail Shoe Clerks, No. 410; Riggers and Stevedores; Sailors' Union of the Pacific; Sail Makers; Sheet Metal Workers, Nos. 95, 104; Ship Drillers; Sign and Pictorial Painters, No. 510; Soda and Mineral

Water Bottlers; Soda and Mineral Water Wagon Drivers, No. 546; Stable Employees, No. 404; Stationary Firemen; Steam Engineers, No. 64; Steam Fitters and Helpers; Steam Fitters, No. 509; Steam Laundry Workers; Steam Shovel and Dredgemen, No. 29; Stereotypers and Electrotypers; Street Railway Employees; Sugar Workers; Switchmen, No. 197; Tailors, No. 400; Teamsters, Nos. 85, 216; Theatrical Employees; Tobacco Workers; Typographical, No. 21; Undertakers; United Glass Workers; United Laborers; Upholsterers; Waiters, No. 30; Waitresses, No. 48; Web Pressmen; Wireless Telegraphers; Women's Union Label League, No. 253; Anti-Japanese Laundry League.

APPENDIX B

The Wages Received and the Hours Worked by the Members of the Various Unions Affiliated with the San Francisco Labor Council in May, 1915

Craft	Wages	Hours
Alaska Fishermen	Percentage	....
Amalgamated Carpenters	$5.00 day	8
Baggage Messengers	$20.00 per week	11
Bakers	$20.00–25.00 week	8
Bakery Wagon Drivers	$18.00–21.00 week	10
Cracker Bakers	$2.75–4.25 day	9
Cracker Bakers' Auxiliary	$6.00–13.50 week	8
Bay and River Steamboatmen	$65.00 month	10
Barbers	$16.00–24.00 week	10
Bartenders	$18.00–25.00 week	10
Beer Bottlers	$22.50 week	8
Beer Drivers	$23.00–28.00 week	9
Blacksmiths	$4.00–4.50 day	8
Blacksmiths' Helpers	$3.00 day	8
Boilermakers, No. 25	$4.00 day	8
Boilermakers, No. 205	$4.00 day	8
Boilermakers, No. 410	$4.00 day	8
Bookbinders	$24.00–26.00 week	8
Bindery Women	$10.00–16.00 week	8
Bill Posters	$3.00 day	8
Boot and Shoe Workers	Piecework	8–9
Bottle Caners	$1.35–3.50 day	8
Bootblacks	$9.00–14.00 week	10
Box Makers	$1.75–3.25 day	7
Brewery Workmen	$4.25 day	8
Bridge and Structural Iron Workers	$6.00 day	8
Broom Makers	$2.75–3.00 day	8
Butchers, No. 115	$20.00 week	10
Butchers, No. 508	$90.00–125.00 month	8
Building Trades Teamsters	$3.00–4.00 day	10

Craft	Wages	Hours
Brass and Chandelier Workers	$3.50–4.00 day	8–9
Cap Makers	$18.00–25.00 week	8
Carriage Workers	$2.00–4.00 day	8
Carpenters, No. 483	$4.00 day	8
Carpenters, No. 1640	$4.00 day	8
Carpenters, No. 1082	$4.00 day	8
Carpenters, No. 22	$4.00 day	8
Carpenters, No. 304	$4.00 day	8
Cemetery Workers	$3.00 day	8
Cement Workers	$4.00–6.00 day	8
Chauffeurs	$3.50 day	12
Cigar Makers	Piecework	8
Coopers	$4.00 day	9
Cooks	$3.00 day	10½
Cooks' Helpers	$10.00 week	10
Electrical Workers, No. 6	$5.00 day	8
Electrical Workers, No. 151	$2.75–4.50 day	8
Elevator Constructors	$3.00–5.00 day	8
Elevator Conductors	$90.00 month	9
Federal Employees		8
Felt and Composition Roofers	$6.00 day	8
Furniture Handlers	$3.00–5.00 day	8
Garment Cutters	Piecework	8–9
Gas and Water Workers	$2.50–3.75 day	8
Glove Workers	Piecework	8–9
Gas and Electric Fixture Hangers	$4.50 day	8
Glass Blowers	Piecework	8½
Granite Cutters	$5.00 day	8
Grocery Clerks	$15.00–30.00 week	11
Gas Appliance and Stove Fitters	$4.00 day	8
Hoisting Engineers	$6.00 day	8
Hatters	$22.00 week	9
Housesmiths	$2.50–5.00 day	8–9
Horseshoers	$5.00 day	9
House Movers	$5.00 day	8
Ice Wagon Drivers	$80.00–95.00 month	10
Iron, Tin and Steel Workers	Piecework	9
Janitors	$3.00 day	8–9
Lathers	$5.00–6.00 day	8
Laborers	$2.50–3.00 day	8–9
Laundry Drivers	Commission	----
Leather Workers	$3.25–4.00 day	9
Machine Hands	$3.00–4.00 day	8
Machinists	$4.00 day	8
Mailers	$4.00 day	8
Tile Setters	$6.00 day	8
Marble Finishers	$3.50–5.00 day	8
Marble Workers	$3.00 day	8

Craft	Wages	Hours
Marine Firemen	$45.00–55.00 month	8–9
Marine Gasoline Engineers	$70.00–150.00 month	10
Metal Polishers	$3.50–3.75 day	9
Milkers	$2.50–3.50 day	10
Milk Wagon Drivers	$75.00–100.00 month	9
Millmen	$5.00 day	8
Millwrights	$5.00 day	8
Molders	$4.00–4.25 day	8
Moldmakers	$18.00–30.00 week	9½
Musicians		
Moving Picture Operators	$25.00–30.00 week	8
Office Employees		
Plasterers	$7.00 day	8
Plumbers	$6.00 day	8
Pattern Makers	$5.00 day	8
Painters	$5.00 day	8
Pavers	$6.00 day	8
Photo Engravers	$24.00–35.00 week	8
Pile Drivers	$5.00 day	8
Printing Pressmen	$21.00–30.00 week	8
Press Feeders	$13.50–16.50 week	8
Post Office Clerks	$80.00–120.00 month	8
Rammermen	$5.00 day	8
Retail Clerks		8
Shoe Clerks		8–10
Retail Delivery Drivers	$15.00–21.00 week	10
Riggers and Stevedores	$0.50 hour	9
Sailors	$30.00–55.00 month	9
Ship Drillers	$2.75–4.50 day	8
Sheet Metal Workers, No. 104	$5.50 day	8
Sheet Metal Workers, No. 95	$4.50–5.50 day	8
Soda Water Bottlers	$2.50–3.50 day	9
Soda Water Wagon Drivers		10
Stage Employees	$25.00 week	8
Sign Painters	$5.50–8.00 day	8
Stationary Firemen	$3.00–3.50 day	8
Stable Employees	$3.00 day	10–12
Steam Engineers	$3.50–6.00 day	8
Steam Fitters, No. 509	$6.00 day	8
Steam Fitters, No. 590	$4.00–6.00 day	8
Steam Laundry Workers	$8.00–22.50 week	8
Stereotypers	$4.50–6.33 day	8
Stone Cutters	$5.00 day	8
Street Railway Employees	$0.37½ hour	8
Sugar Workers	$60.00 month	11
Steam Shovelmen, No. 2	$150.00–200.00 month	8–10
Steam Shovelmen, No. 29	$150.00–175.00 month	8
Switchmen	$0.37–0.42 hour	8–12

Craft	Wages	Hours
Tailors, No. 2	$22.50–25.00 week	8
Tailors, No. 400	$22.00 week	9
Teamsters	$2.00–4.50 day	10
Typographical	$4.00–5.00 day	7½–8
Tobacco Workers	$7.00–15.00 week	8
Undertakers	$100.00 month	....
Upholsterers	$4.00–4.50 day	8
Glass Workers (United)	$3.25–5.00 day	8–9
Varnishers and Polishers	$4.00–4.50 day	8
Waiters	$12.00 week	10
Waitresses	$8.00–10.00 week	8
Webb Pressmen	$3.95–4.25 day	8
Wood Carvers	$5.50 day	8
Wireless Operators	$30.00–50.00 month	....

APPENDIX C

Settlement of Jurisdictional Disputes in San Francisco

San Francisco has had her quota of jurisdictional disputes. None, however, has been of such serious nature as have jurisdictional disputes elsewhere. This has undoubtedly been due to the fact that very early in the history of the later organized labor movement of that city, the serious consequences of such disputes as a disrupting force in the ranks of the workers were recognized, and attempts were made to devise a plan of action whereby they might be obviated.

THE LABOR COUNCIL

At the time covered by this survey the method of settling the jurisdictional disputes that came under the authority of the Labor Council was slightly different from that to be found in the case of those that came under the control of the Building Trades' Council. Jurisdictional disputes between those unions that were affiliated with the latter council did not come before the Labor Council but were settled by the Building Trades' Council. If perchance a dispute arose between a union affiliated with the Building Trades' Council and one affiliated with the Labor Council, it was frequently settled by the Labor Council. Sometimes, however, the latter asked that the Building Trades' Council appoint a conference committee to confer with a like committee from the Labor Council for the purpose of settling the controversy.

When a jurisdictional dispute arose between unions affiliated with the Labor Council, it first of all had to be formally laid before the council by the interested parties. It would then be referred to the executive and arbitration committee. This committee was composed of thirteen members, of which the president and secretary of the Labor Council were ex officio members with power to vote. Not more than two members of this committee could belong to the same union. This committee was elected by

secret ballot by the delegates to the council, each delegate having one vote. The term of office was one year, and none of its members held over unless reëlected.

The powers of the executive and arbitration committee, as outlined by the constitution of the Labor Council, were as follows:

The Executive and Arbitration Committee shall attend to all matters referred to it by the Council. It shall be its duty also to make written reports at each meeting; to formulate measures and to suggest remedies for immediate and permanent benefit; to act as an arbitration committee in such matters as may be referred to it by the Council. It is also empowered to act for the Council in the interim between the meetings in all matters pertaining to the trade-union movement for the welfare of the Council; provided, that the committee shall take no action involving the Council in a strike, or pledging or appropriating its funds, or committing the Council to a defined policy, without first submitting said proposition to the body for action. It is also empowered, and upon written application of at least twenty-five delegates, representing at least twelve organizations, required to call special meetings, and in the name of the Council to act in all public matters when duly authorized by the Council to do so. No more than two duly authorized members of this Committee shall belong to the same union.

In case of a jurisdictional dispute, the parties concerned would be summoned to appear before the committee to present reasons why each claimed the work in question. The committee after hearing the arguments, would render its decision to the council for the latter's approval or rejection. Discussion of the matter would then be had upon the floor of the council by any delegates who wished to speak thereon. The Labor Council was very democratically organized and none of its committees could act without its sanction. If the parties to the dispute were not satisfied with the decision of the council, they could appeal the matter to their national or international associations, and through them take it before the executive board of the American Federation of Labor, or perhaps the national or international associations might settle it between themselves by means of an agreement covering the disputed points.

THE BUILDING TRADES' COUNCIL

Mr. P. H. McCarthy, who has been the president of the local Building Trades' Council since its organization, devised the plan which it followed in settling jurisdictional disputes. This method has been widely adopted throughout the United States. The personal views of Mr. McCarthy regarding the serious importance of jurisdictional disputes, especially as they affect the building trades, are found in his presidential address before the convention of the State Building Trades' Council in January, 1914. He said:

Jurisdictional disputes have brought more trouble, turmoil and strife within the confines of the Labor Movement of our country than have all of the contractors, Citizens' Alliance, Manufacturers and Producers, and kindred institutions ever dreamed of being capable of perpetuating upon wage earners of America. Some of the bitterest labor wars have been waged over jurisdictional disputes. Millions of dollars have been lost to the wage earners of our country due to such controversies.... We are sure that there is not a promoter of industrial trouble within the boundaries of this country, engaged in the work of the destruction of Organized Labor, who could do more than this.

The leaders in the building trades of San Francisco early realized the disastrous results following jurisdictional disputes. Hence, when a controversy arose between the Lathers' Union and the Carpenters' Union on the Mills Building in 1894, a plan was devised whereby such matters could be satisfactorily and quickly adjusted. The Building Trades' Council cited the parties concerned to appear before the executive board of the council. The claims of both sides were heard, a decision was arrived at, and the matter was quickly settled. Such was the beginning of the idea, which, passing through various stages in its development, finally resulted in the establishment of the jurisdiction committee of the Building Trades' Council in 1908.

This committee was composed of five members, appointed each year by the president of the council to serve for one year unless reappointed. The members of this committee received the sum of $6.00 per day when actually engaged on the work of the committee. Not more than one person from any one craft might serve on the committee.

In case of dispute between two or more unions over a question of jurisdiction, the interested parties would lay the matter before the council. If the disputed issue were one which the Building Trades' Department of the American Federation of Labor had already passed upon, or if agreements covering the work in question had been entered into by the international union of the crafts concerned and approved by the American Federation of Labor through the Building Trades' Department, then the dispute would be referred to the executive board of the council for decision. But if the dispute should arise over new work and in regard to which there appeared to have been no specific jurisdictional decision, the matter would be referred to the jurisdiction committee of the council. During the years 1909–1913 comparatively few cases were referred to this committee because of the fact that upon the formation of the Building Trades' Department of the American Federation of Labor in February, 1908, the jurisdictional claims of all affiliated unions were filed with that department, and lines of trade jurisdiction were very carefully and thoroughly established, and local unions of the international associations affiliated with the department were ordered to abide thereby. This necessarily meant that a great majority of cases simply required that an interpretation of established law be made, and thus were comparatively easily dealt with by the executive board of the local council.

In those cases referred to the jurisdiction committee, the committee would take the testimony of the parties concerned, if necessary the job in question would be inspected, previous awards by the local council, the State Building Trades' Council and the Building Trades' Department would be carefully examined, and if it were deemed advisable, the national officers of the unions would be communicated with. A number of years ago, the local Building Trades' Council required the various unions affiliated with it to file statements showing in detail the kinds of work over which each claimed jurisdiction. These statements would also be consulted by the jurisdiction committee before it rendered its decision. The award would then be reported back to the council for approval or

rejection. In case of approval, the award would become the rule of the trade in San Francisco and in the territory under the jurisdiction of the local council. If any union happened to feel aggrieved over the decision, it had the right of appeal. Appeals could be taken to the State Building Trades' Council. They had to be in writing, and when filed were taken up at the next convention of the state council. The latter acted through the adoption of resolutions reported back to it by its Adjustment Committee or some other committee, through the adoption of resolutions reaffirming decisions already made by the Building Trades Department and calling upon the unions concerned to abide thereby, or through the adoption of motions recommending that certain contending unions refer their dispute to their national organizations. Local unions could also appeal from any jurisdictional decision of the local council or of the state council to the Building Trades' Department of the American Federation of Labor. Such appeals, however, had to be submitted solely through their national or international unions. International unions affiliated with the Building Trades' Department could appeal from the decisions of the latter to the executive board of the American Federation of Labor.

Complaints relative to the trespassing of one union upon the jurisdiction of another, when such jurisdiction had already been formally awarded, would be presented to the council by the aggrieved party, and would then be referred to the executive board of the council for investigation and adjustment. If upon investigation it were found that no new question of jurisdiction were involved, the executive board would order the business agents of the council to enforce the law of the council. If a question of jurisdiction were to be adjudicated, it would be referred by the executive board to the jurisdiction committee.

Frequently, owing to the nature of the case, the council would advise the contending unions to lay the matter before their respective national organizations. This often resulted in the national unions concerned getting together and drawing up an agreement in which jurisdictional lines between the two crafts were clearly defined.

If after an award had been made by the Building Trades' Department, or if after an award had been made by the local council and not appealed from, one of the interested unions refused to abide thereby, it would be ousted from membership in the local council, and its members branded as unfair or non-union. Union men would be prohibited from working with them, and a new union might be organized to take the place of the one thus discredited.

The decisions of the local council had consistently been made in accordance with the recognized jurisdictional rights of the various unions, the awards of the Building Trades' Department, and the needs and requirements of the industry concerned. There had been no instances of awards being made because of "politics" within the jurisdiction committee or within the local council. Nor had awards been made in favor of a stronger, more important union as against a smaller, less important union merely because of the size or importance of the former. As proof of the above statement, one finds that President McCarthy enforced against his own

union, the carpenters', the award giving to sheet metal workers the control over metal trim. He had a bitter fight on his hands in doing so, but he informed his fellow unionists that they had to obey the rulings of the Building Trades' Department. Again, in the matter of placing exterior tile, an award was made to the Tile Setters' Union, a small organization, as against the Bricklayers' Union, a very strong and important union. The attitude of the local council in these matters was very clearly stated by President James Kirby of the Building Trades' Department of the American Federation of Labor at the third annual convention of that department, when he said:

> They [the unions affiliated with the local Building Trades' Council] have demonstrated by their past decisions very plainly that the large organizations, of which so much fear has been expressed, have at no time taken advantage of the smaller, but quite the contrary; certain jurisdictions have been concerned to some of the smaller organizations that in other localities have been denied them.

Throughout, the council had made sincere and surprisingly successful efforts to enforce the awards of the Building Trades' Department.

The local Building Trades' Council and the State Building Trades' Council, since they had been established for some years prior to the organization of the Building Trades' Department, had had considerable experience in making and enforcing awards in their respective jurisdictions. Thus it was inevitable that there should have been a number of instances in which the awards and decisions of the Building Trades' Department would differ from those which had been in effect for a long time in California. Nevertheless, the two California councils subsequently attempted to bring their earlier rulings into harmony with those of the Building Trades' Department. It is also interesting to note that upon its organization the department adopted many of the rulings and followed many of the practices of these two California bodies. This it continued to do, as was evidenced by the remarks of President McCarthy at the 1910 convention of the State Building Trades' Council, when he said:

> It may also be noted without infringing upon anybody's measure of modesty or code of ethics, that every decision in the matter of jurisdiction disputes handed down by the Second Annual Convention of the Building Trades' Department of the American Federation of Labor in every instance and in every particular sustains and upholds the attitude and position of the State Building Trades' Council of California.

APPENDIX D

Articles of Agreement Between the San Francisco Planing Mill Owners' Association and the Building Trades Council of San Francisco

To go into effect Saturday, October 13, 1906

ARTICLE I

Section 1. It is agreed by the members of the S. F. Planing Mill Owners' Association that they will abide by the following trade rules and scale of wages as hereinafter set forth.

1st. All branch foremen must be members of the Union; general foremen or superintendents may join at their option.

2nd. The steward must be made known to and recognized by the employer, and must bring any difference or grievance to the attention of the latter before referring it to his union.

3rd. All men and apprentices seventeen years of age and over, doing mechanical, bench and machine work of any kind, must be members of the Union.

4th. All men shall receive their wages at least once a week.

5th. Business agents shall be allowed to go through the shops when occasion demands, on application to the office.

6th. All shops shall be allowed one apprentice for every five benchmen, or fraction thereof, and every five machine men or fraction thereof, and the apprentice must be under twenty-five years of age.

7th. Eight hours shall constitute a day's work; working hours shall be between the hours of eight o'clock a.m. to twelve m., and one p.m. to five p.m., unless otherwise permitted by the Council. Double time shall be allowed and paid on all overtime, Sundays and Christmas, unless otherwise permitted by the Council. No work shall be allowed under any pretense on Labor Day, Fourth of July, except where such work is necessary for the preservation of life or property; but for overtime put in on making repairs to machinery or shafting, the pay shall be for straight time only.

8th. The minimum rate of wages in all shops and mills shall be:

Sticker men	$5.00 a day
Band sawyers and shapers	5.00 "
Band sawyers	4.50 "
Turners	4.50 "
Head rip sawyers for stickers	4.50 "
Assistant rip sawyers	3.50 "
Bench hands	4.50 "
Planer men	4.00 "
Sash and door foremen	4.75 "
Sash stickers	4.00 "
Stock cutters	4.00 "
Smoothers and molders on sash and doors and putters up	3.50 "
Mortisers	3.25 "
Tenoners	3.25 "
Sandpaperers	3.25 "
Roller sander	4.00 "

Section 2. This schedule of wages shall go into effect on the 12th day of November, 1906.

ARTICLE II

Section 1. It is agreed by the Building Trades Council, that they will refuse to handle any material coming from any mill or shop that is working contrary to the prescribed number of hours contained in the foregoing trade rules, or employing other than union mechanics.

Section 2. These conditions do not apply to the following materials coming directly from the sawmills, to-wit:

Flooring—1-in., 1¼-in., or 1½-in., by 3-in., 4-in., or 6-in. Tongued and grooved and planed on one side.

Ordinary Siding—½-in. by 6-in., bevel siding, commonly known as clapboards.

Stepping—1¼-in., 1½-in., or 2-in., by 10-in. to 16-in., vertical grained pine, planed on one side.

T. & G. ordinary redwood, 1 × 6, beaded 1 or 2 sides, or planed.

T. & G. ordinary redwood, 1 × 4, beaded one side.

T. & G. ordinary redwood, 1¼ × 4, beaded 1 or 2 sides.

Surface Redwood—Clear Redwood—

½-in. by any width, planed 1 or 2 sides.

1-in. or over by any width, planed on one side.

ARTICLE III

It is further agreed by the Building Trades Council, that the wages of any member of any union affiliated with the said Council working in a mill or shop or on a job of a member of the San Francisco Planing Mill Owners' Association, shall be regulated by the craft under which he is working, regardless of the wages of the union to which he belongs.

ARTICLE IV

It is further agreed that all differences and grievances be settled through the organizations represented in this agreement, and not with individual members.

ARTICLE V

Section 1. It is further agreed, that the foregoing articles of agreement shall remain in full force and effect for a period of not less than two years from the 12th day of November, 1906, and should any dispute arise as to the interpretation of this agreement, or any other matters affecting the interests of the parties to this agreement, the same shall be referred to a Joint Committee composed of an equal number from each of the parties interested for the adjustment and settlement of same; and in case they fail to agree, the matters in dispute shall be referred to the Board of Arbitration for settlement. The aforesaid Joint Committee shall meet on the third Monday of each month at 8 o'clock p.m., special meetings may be called at any time at the request of three members, or by the Chairman.

Section 2. Furthermore, no strikes, boycotts or lockouts shall be entertained or entered into by any party to this agreement until a period of thirty days shall be allowed for the adjustment of any disputes that may arise. An additional period of six months shall be allowed before any strikes, boycotts or lockouts shall be attempted or enforced by order of the Building Trades Council or any of its affiliated organizations, or by any member of the San Francisco Planing Mill Owners' Association.

Section 3. It is also further agreed that both organizations shall meet in joint committee ninety days prior to the termination of this agreement

for the purpose of making an agreement for the future satisfactory to both organizations.

We, the undersigned Joint Conference Committee, representing the Building Trades Council of San Francisco and the San Francisco Planing Mill Owners' Association, do hereby agree to abide by and faithfully carry out all the stipulations as set forth in the above articles of agreement.

For the Building Trades Council
O. A. Tveitmoe,
John J. Swanson,
Geo. D. Keely
A. E. Yoell,
Henry Cartensen,
J. L. McKinley.

For S. F. Planing Mill Owners' Association
Wm. Crocker,
R. B. Moore,
G. A. Buell,
M. S. Neugass,
R. Herring,
F. N. Hayman

Endorsed by:
District Council of Carpenters of San Francisco,
F. P. Nichols,
President,
H. Richardson,
Secretary.

Millmen's Union No. 423.
Millmen's Union No. 422.

APPENDIX E

The Painters' Agreement

The situation which led up to the arbitration proceedings and the resulting painters' agreement of 1914 was somewhat as follows:

On August 26, 1911, the Master Painters' and Decorators' Association and the local District Council of Painters had drawn up a rather lengthy agreement covering wages, hours and conditions of employment. It was a closed agreement, the members of the painters' council agreeing not to work for any property owner or general contractor or any one not a legitimate painting contractor. On September 30, 1913, the president of the Building Trades' Council notified the District Council of Painters that it should "cease immediately in this vicious work." The agreement, however, remained in force for some months later, when it was abrogated, so the master painters claimed, because the District Council of Painters had not given the required 90 days' notice of a change in working terms, although the District Council of Painters, on the other hand, claimed that it had

been abrogated by the master painters not living up to the agreed wage scale, etc. The District Council of Painters also declared that the required 90 days' notice had been given.

The situation was brought to a climax on April 15, 1914, by the painters striking for a minimum wage of $5.00, an increase of $0.50 per day. By May 1, through the efforts of the members of the painters' union, it was said that 90 per cent of the bosses had been signed up to pay the desired increase.[1] There had been friction for some time between the painters and the officials of the Building Trades' Council, and it was this friction which accounted in part for subsequent developments. Events happened rapidly, and finally the Building Trades' Employers' Association notified the Building Trades' Council that unless the painters returned to work by May 11, all building trades employees would be locked out on the following day. Mr. F. W. Kellogg, publisher of the *San Francisco Call and Post*, succeeded in getting the representatives of the Building Trades' Employers' Association and the Building Trades' Council to meet with Mr. I. W. Hellman and Mr. Herbert Fleishacker, both prominent local bankers, for the purpose of attempting mediation or arbitration of the dispute. Neither the master painters nor the District Council of Painters was directly represented at that conference. It was finally agreed that the question of the painters' demands for an increased wage should be placed in the hands of an Arbitration Board composed of Mr. James H. Barry, representing the Building Trades' Council, and Mr. Louis Saroni, representing the Building Trades' Employers' Association. This board made the following award, which was in force at the time covered by this study:

All contracts, where proof exists of their having been entered into between the dates of May 14, 1914 and December 31, 1914, (both dates inclusive), and on all work not specified in any previous contract, and performed after that late, the minimum rate of wages for Journeymen Painters shall be Four Dollars and Seventy-five Cents ($4.75) per day of eight hours.

On all contracts, where proof exists of their having been entered into after December 31, 1914, and on all work not specified in any previous contract, and performed after that date, a minimum rate for Journeymen Painters shall be Five Dollars ($5.00) per day of eight hours.

APPENDIX F

Reciprocal Agreement

Articles of Agreement between ..... hereafter known as the Contractor and San Francisco Bricklayers Union, No. 7, B. M. & P. I. U.:

ARTICLE I

Section 1. That the wages of Bricklayers shall be 87½ cents per hour, and foremen to be paid not less than one dollar ($1.00) per day additional.

Section 2. All over-time shall be paid at the rate of double time. At least one hour's time shall intervene at the end of the eight hour day and the commencement of the over-time.

[1] Statement issued by Painters' Local Union, No. 19.

ARTICLE II

Section 1. That eight hours shall constitute a day's work for five days in each week, and four hours on Saturday.

The hours of labor for five days in the week shall be from 8.00 A.M. until 12.00 M., and from 1.00 P.M. until 5.00 P.M., and on Saturdays from 8.00 A.M. until 12 M.

ARTICLE III

Section 1. New Year's Day, Washington's Birthday, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Saturdays after 12.00 M. and Sundays shall be holidays. Any work done on the above days must be paid for at the rate of double time. No work shall be done on Saturday afternoon and Labor Day except on extreme necessity, involving loss of life and property. When necessary to work relay gangs on continuous work, single time only shall be paid, providing, however, that no Bricklayer works more than eight hours in any twenty-four (24) hours on such continuous work, unless paid at the rate of double time.

ARTICLE IV

Section 1. That the Bricklayers shall be paid every week before 12.00 M. on Saturdays, in full up to the preceding Friday night. Failing to pay before 12 M. the employee shall be paid waiting time at the rate of 87½ cents per hour.

Section 2. Upon the discharge, or laying off, of a Bricklayer by the contractor, the Bricklayer shall be paid in full forthwith on the job, if not he shall be paid waiting time at the prevailing rate of wages, providing he remains at the job during working hours, his time to go on until paid.

Section 3. When leaving on their own accord they must wait until pay day.

Section 4. When discharged and money not on the job, if given an office order, they shall be entitled to one hour's pay in addition to the amount due for the work performed and must be honored within one hour's time of the lay off. A violation of this rule entitles them to compensation as provided in Sections 1 and 2 of this Article, provided claimant remains at the office.

ARTICLE V

Section 1. Bricklaying and masonry shall consist of the laying of the bricks in, under, or upon any structure or form of work where bricks are used, whether in the ground, over its surface or beneath water; in commercial buildings, rolling mills, iron works, blast or smelter furnaces, lime or brick kilns, in mines or fortifications, in all underground work, such as sewers, telegraph, electric and telephone conduits, and the pointing, cleaning and cutting of brick walls, fireproofing and block arching, terra cotta cutting and setting, and the laying and cutting of all tile; also plaster, mineral wool, cork blocks or any substitute for the above materials. The cutting, rubbing and grinding of all kinds of bricks.

Section 2. Artificial masonry, the cutting, setting and pointing of cement blocks or artificial stone, and all cement used for backing up ex-

ternal walls, the building of party walls, columns, girders, beams, floors, stair arches and plaster block partitions shall be done by members of the B. M. & P. I. U. And the backing up of all walls, piers, girders and terra cotta or artificial stone with concrete shall be done by Bricklayers.

ARTICLE VI

Section 1. That no Steward of the Bricklayers' Union shall be discharged for attending to his official duties, nor will the Business Agent of the Union be interfered with when visiting any building in consultation with the Steward nor members of the Arbitration Board when on official business.

Section 2. No member of San Francisco Bricklayers' Union No. 7, such as foremen, superintendents, or one who occupies a position in authority, shall discriminate against a fellow member of Union No. 7. Any trouble of this nature shall be referred to the Arbitration Board for a settlement.

ARTICLE VII

Section 1. Each contractor will be allowed one apprentice to serve four years. After the said apprentice has completed his second year of apprenticeship, the contractor shall be permitted to employ another apprentice, and when the first apprentice has finished his apprenticeship the contractor may take another. No contractor shall be allowed any apprentice until he has been contracting at least two years, and no apprentice shall be granted unless regularly indentured according to the By-Laws of the Bricklayers' Union No. 7, of California.

ARTICLE VIII

Section 1. It is hereby agreed that the Bricklayers' Union will not under any circumstances authorize or countenance a strike, and the contractor agrees as strongly not to authorize a lockout on any mason work in which either or both parties are interested, until every honorable means of settlement have been exhausted, or except in clear cases of violation of this agreement. The Bricklayers shall not strike and the contractors shall not lockout.

Section 2. The contractor agrees to hire or employ only members in good standing of the B. M. & P. I. U., and those who are competent, eligible and willing to become a member of the B. M. & P. I. U.

ARTICLE IX

Section 1. If a building should be abandoned for any cause on which the wages of any member of Bricklayers' Union No. 7, or any member of the I. U. working in this jurisdiction, are unpaid the contractor shall not contract to complete the same until this debt is paid by the original or subsequent owner if not already provided for in the new contract. If the contractor is prevented from carrying out his contract on a building, through insolvency of the owner or other causes, no member of Bricklayers' Union No. 7 nor any member of the I. U. working in this jurisdiction shall work on said building until the contractor's claim is equitably adjusted.

Section 2. In case of failure upon the part of a general contractor, owner or his agent to pay the contractor in full for work done on a building that is completed and the time has elapsed wherein the contractor can file a lien, no member of Bricklayers' Union No. 7 nor any member of the I. U. working in this jurisdiction, shall work on any subsequent building wherein said owner, agent or general contractor is in any way interested.

Section 3. Notice in writing, stating amounts and questions in dispute must be filed with the Secretary of Bricklayers' Union No. 7, and by him referred to the Joint Arbitration Board, the Secretary of which shall give proper notice to the parties involved or their representatives as to the final ending of the question in dispute.

ARTICLE X

Section 1. Any member of Bricklayers' Union No. 7, or any member of the I. U. working in this jurisdiction, may contract for any jobbing work which he can do himself without being considered a contractor.

Section 2. Any member of Bricklayers' Union No. 7, or any member of the I. U. working in this jurisdiction may take a contract to the extent of one thousand dollars ($1,000), but in the event of him employing one or more bricklayers on said contract, he must apply immediately to the Secretary of the Union for a contractor's Probation Card and within three months from that time, if he wishes to continue as a contractor, he must resign from the Union. One Contractor's Probation Card will be granted to any one member during the period of one year.

Section 3. In the event of a member of Bricklayers' Union No. 7, or any member of the I. U. working in this jurisdiction, taking a contract amounting to more than one thousand dollars ($1,000), he must forthwith resign from the Union.

ARTICLE XI

Section 1. No contractor shall be allowed to lay brick unless he is in possession of a permission card bearing the seal and issued by Bricklayers' Union No. 7.

ARTICLE XII

REGISTRATION RULES

Rule 1. Any brick contractor, or his agent, figuring brickwork on a job wherever located, where said figure is for a general contractor, must notify the Secretary of the Bricklayers' Union, (whose address is Building Trades Temple, No. 200 Guerrero Street, San Francisco) immediately in writing giving location, name of the architect and owner, and the names of the general contractors to whom he has given figures.

Rule 2. If a general contractor shall ask for and accept a bid from a brick contractor before he submits his bid and the said specialty contractor registers the fact with the Secretary of the Bricklayers' Union No. 7, then the general contractor will be expected to award the sub-contract to one of the brick contractors who figured with him prior to the time he submitted his bid.

Rule 3. Any brick contractor, or his agent, who is asked to figure a plan for a general contractor who has been awarded a job must ascertain from the Secretary of Bricklayers' Union No. 7, before he figures the plans if the general contractor has taken figures on the same previous to the time he submitted his general bid, and if he finds that such is the case he must refuse to figure it or any work on the job.

Rule 4. All brick contractors, or their agents, are prohibited from leaving figures in an architect's office unless at the request of the architect or owner, and then only with the statement that they are not to be given for the use of general contractors. Brick contractors are also prohibited from giving figures to a general contractor when not requested to do so by said general contractor.

Rule 5. For the purpose of enabling Bricklayers' Union No. 7 to enforce a higher standard of work and for the purpose of raising a fund to combat the further encroachment of the powerful moneyed interests that are endeavoring to discourage the use of Brick as a building material every brick contractor shall pay to the Secretary of Bricklayers' Union No. 7 one-half of one per cent on all brick jobs contracted by him within the County of San Francisco, the one-half of one per cent to apply on all labor performed by bricklayers and on all material handled by bricklayers and to extend to both contract and percentage work.

The above mentioned percentage payments shall be due and payable from the first payment of each job and to become delinquent thirty-five days after the acceptance of each job.

Rule 6. In all cases where figures are called for with the understanding that the job is to be left as a general contract and the contract is obtained by these bids, no member of Bricklayers' Union No. 7 nor any member of the I. U. working in this jurisdiction, shall be allowed to work on the job unless the contract is awarded to one of the brick contractors who figured on the job.

Rule 7. No contractor shall contract for brickwork by the thousand and each shall furnish all the building material connected with the masonry work he contracts, except where an owner has actually contracted for his brick or terra cotta prior to letting his contract, the contractors may take over the owner's contract for the brick, but the transaction must not be a subterfuge; or if the owner has a quantity of old brick on the ground they shall be used and an allowance made to the owner, but the contract price must be for a lump sum and all new brick must be furnished by the contractor. An owner may reserve the right to furnish cement or architectural terra cotta.

Approved by the Executive Board of the B. M. & P. I. U. (seal). Attest: Jos. P. Duffy, Third Vice-President, B. M. & P. I. U., August 12, 1913.

ARTICLE XIII

Section 1. No member of Bricklayers' Union No. 7 shall work for any contractor who violates the terms of this agreement.

ARTICLE XIV

Section 1. All questions in dispute to be settled by the Arbitration Board, composed of three members representing the Masons' and Builders' Association, and three members representing San Francisco Bricklayers' Union No. 7, this Joint Board to meet immediately; journeymen to continue at work meanwhile. In case this Joint Board is unable to agree, they shall have the power to select a seventh person, and the decision of this Joint Arbitration Board shall be final and binding forthwith on both sides.

SIGNED AT SAN FRANCISCO, THIS.....DAY OF.....191....

.....FOR CONTRACTOR.

.....FOR BRICKLAYERS' UNION NO. 7, B. M. & P. I. U.

(SEAL)

INDEX*

* Univ. Calif. Publ. Econ., Vol. 4.

† Index to this paper is on page 227.

* Index to this paper is on page 227.