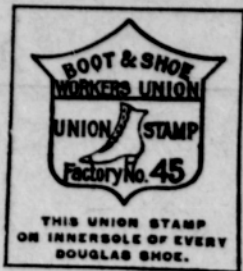


# The First Arbitration Agreement IN THE SHOE TRADE



Between the W. L. Douglas Shoe Company of Brockton, Mass., and the Boot and Shoe Workers' Union, in existence since November 1, 1898.

Agreement entered into this 26th day of October, A. D. 1898. By and between the W. L. Douglas Shoe Company of Brockton, Massachusetts, shoe manufacturers, party of the first part, and the Boot and Shoe Workers' Union, party of the second part, witnesses:

First—That the party of the first part agrees that it will employ as boot and shoe workers in its factory in Brockton, none but members of the Boot and Shoe Workers' Union in good standing.

Second—That it will not employ any member of the Boot and Shoe Workers' Union, or any other person as a boot and shoe worker, who is objectionable to said Union, either on account of being in arrears for dues or from any other cause, after receiving notice of the objection by some authorized agent of the Boot and Shoe Workers' Union or local union or unions.

Third—That it will not hinder or obstruct the collectors of said Union working in its factory in the performance of their duties of collecting the dues of the members of said Union due to the respective local unions.

Fourth—That it will not cause or allow the Union Stamp, which will be supplied to it by the party of the second part, as part of this agreement, to be placed on any goods not made in the factory for which the use of the Union Stamp was granted.

Fifth—The party of the second part, or its deputy, shall at all times be allowed to visit the factory on business connected with the Union Stamp.

Sixth—The party of the second part may present to the party of the first part a bill of prices of the local union or unions, which, if it cannot be agreed upon shall be referred to the State Board in the manner provided in paragraph 12.

Seventh—The party of the second part agrees to supply to the party of the first part, its Union Stamp; and that in making prices with the party of the first part, no additional price shall be made for the use of the Stamp which shall be furnished to the party of the first part free of charge; nor shall any discrimination be made between the party of the first part and other firms, persons or corporations who may enter into an agreement with the party of the second part for the use of the Union Stamp.

Eighth—That all reasonable efforts shall be made by the Boot and Shoe Workers' Union to advertise the Union Stamp in the public press, trade journals, labor unions, labor conventions and otherwise, and to use every exertion to create a demand for the Union Stamped goods among consumers.

Ninth—That they will furnish to the party of the first part when and as often as it may be required, all boot and shoe workers desired by the party of the first part.

Tenth—That the right of the party of the first part to use the Union Stamp shall be in no way affected by any action of a local union or unions, or by the fact that one or more local unions has withdrawn from or been dismissed from the Boot and Shoe Workers' Union.

Eleventh—Both said parties agree to adjust in an honest and equitable manner all grievances of whatever nature, and all matters of dispute in reference to wages or any other subject, including the true construction of this agreement, that may arise between them, and in case of failure to mutually adjust any dispute or grievance, the party of the first part and the members of the department or departments where such dispute or grievance shall arise, shall join in the manner provided by Statute, in an application to the Massachusetts State Board of Arbitration for a decision on the matters or matter in dispute, and the decision of said Board shall be binding upon the party of the first part, and the party of the second part, the local unions and employees.

Twelfth—A general officer of the Boot and Shoe Workers' Union may join with the parties to an application to said Board, and should more than one

department be affected by a dispute, the Joint Council to which the local unions, represented in the factory are attached, may also join with the parties to the application. A general officer may act as the authorized agent of the employees in the application in any case to the State Board.

Thirteenth—While this agreement remains in force, shall be no strike declared by any person or persons for any cause, pretext or excuse whatsoever, in the factory of the party of the first part, nor shall the party of the first part for any cause, pretext or excuse whatsoever, cause a lockout against any of its employees. The party of the first part shall suffer no interruption of business during the decision of any dispute or grievance.

Fourteenth—This agreement shall remain in force for three years, from Nov. 1, 1898. Should either party desire to alter, amend or annul this agreement, it shall give a written notice thereof to the other party three months before the expiration of the agreement, and if the parties fail to give such notice, the agreement shall continue in force for another year, and so on from year to year, until such notice is given.

Fifteenth—In case the party of the first part violates the terms of this agreement, directly or indirectly (which may be a matter of dispute to be referred to the State Board of Arbitration), the party of the second part shall have the right to demand and receive from the party of the first part the Stamp or Stamps delivered to it by the party of the second part under this agreement, and to take the Stamp or Stamps wherever the same may be, without being liable to any claim for damages or otherwise. The party of the first part agrees that it will surrender said Union Stamp or Stamps on the termination of this agreement or upon the decision of the State Board that it has violated its terms, and that it will make no contest against the party of the second part upon the question of the ownership of said Stamp or Stamps, but the party of the second part shall be treated and recognized as the owner of the same.

Sixteenth—No person shall have the right to demand or receive said Union Stamp from the party of the first part except the General President of the Boot and Shoe Workers' Union, or some person duly authorized by him in writing to receive the same, which authorization shall be signed by the General President and bear the seal of the organization, as affixed hereto. In case the party of the first part shall be unable from any cause to deliver the said Stamp to the party of the second part, or whoever may hold the office of General President of the Boot and Shoe Workers' Union, or to the person properly authorized by him to receive the said Stamp, the party of the first part shall be liable to the party of the second part, or to the party who holds the office of General President, in the sum of two hundred dollars, to be recovered by the party of the second part, or whosoever may hold the office of General President of said Union, in an action of contract against the party of the first part as liquidated damages.

Seventeenth—In case the party of the first part shall cease to do business or shall transfer interest, or any part thereof, to any other person or persons or corporations, this agreement shall be ended, and the Stamp shall be returned to the General President. And in the event of a change in the membership of any firm who shall have entered into this agreement, this agreement shall be ended, and the Union Stamp returned to the General President, when a new agreement of similar tenor as this may be entered into.

(Signed),  
W. L. DOUGLAS SHOE CO.,  
By W. L. Douglas, President.  
BOOT AND SHOE WORKERS' UNION,  
John F. Tobin, General President.  
HORACE M. EATON,  
General Secretary-Treasurer.

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**Chinese Regulations Prepared.**  
A new set of Chinese regulations, prepared by Commissioner-General of Immigration Sargent and approved by Secretary Cortelyou, of the Department of Commerce and Labor, are ready for distribution.

These rules designate what Chinese persons are permitted to land at ports of the United States under the provisions of the laws and treaties, together with the ports at which Chinese, other than Chinese diplomatic and consular officers, may land, and name the officers who have been vested with the power and authority heretofore conferred on Collectors of Customs, giving their stations and jurisdiction.

Conditions are named to which every Chinese person seeking admission into the United States under the provisions of the act of 1902, for the purpose of taking part in any fair or exhibition authorized by Congress, shall conform as a condition precedent

to such admission. Regulations governing the arrest and deportation of Chinese unlawfully within the United States are included. All told there are 61 rules embraced in the new regulations. Accompanying the regulations are laws and treaties relating to the exclusion of Chinese.

Provision is made for a Bertillon record of all Chinese laborers arriving and departing at ports of entry, copies of such registry to be transmitted to the Commissioner-General of Immigration.

Conditions are prescribed to which all Chinese persons claiming the right of transit through the United States to foreign territory must conform as a condition precedent to such privilege. Numerous changes have been necessary in the revision of these rules to make them conform to the transfer of jurisdiction over the subject from the Treasury Department to the Department of Commerce and Labor.

Forms of blanks are prescribed and rules made to govern the officers charged with the enforcement of the exclusion laws.

**Why Some Strikes Have Been Lost.**

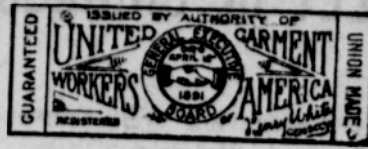
We have been informed by reliable authority that during the past three and a half months there has been in Chicago, the storm center of industrial warfare, the center where so many industrial battles are lost and won, only one successful strike, that of the Deering Harvester Company's employees. Naturally enough, we ask ourselves how it comes that in Chicago, a city generally conceded to be one of the best organized in the Western hemisphere, that this deplorable record obtains? The answer is clear. The strikes were precipitated by men who were recent converts to trades unionism, and whose knowledge of trade union tactics is purely elementary.

Such strikes as the laundry workers, the waiters and freight handlers could easily have been satisfactorily adjudicated had the advice of experienced unionists been heeded. But the new trade unionist rushes where more experienced men fear to tread, and a compromise that would be satisfactory to a veteran in the movement is spurned with contempt by the recent convert. Full of that enthusiasm which is, after all, highly commendable, and which, besides, is essential to success, the new unionist rushes when experienced men would falter.

None of the well disciplined Chicago unions have succumbed to defeat. Their experience has enabled them to achieve success. The lesson we can take from the failures chronicled in the daily papers of the Western metropolis is that the advice of those who have helped labor to battle successfully for many years against wrong and injustice should not be treated with contempt by the new trade unionists.—International Wood Worker.

The Union Labor party in San Francisco has declared for municipal ownership of public utilities, and is opposed to the attempts of the Southern Pacific and other big corporations to gain control of public offices in order to rob the people of valuable franchises.

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