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mate destinations, having in their holds the Manchester goods which have thus made this circuitous voyage, with two trans-shipments. In other cases, Manchester bales are sent by rail to Hull, and thence by steamer to Amsterdam, where they are shipped by vessels calling at Southampton before leaving European waters. The reason for this wasteful and roundabout method of doing business is that ship-owners, British and foreign alike, accept lower rates to distant ports, than they will take for the same goods when shipped at English ports at which their vessels call on their way out. For the shorter voyage, and the smaller service, the higher charge is insisted upon, and this is so much higher that it is worth the while of the exporter to incur the expense of taking his goods to the continental port of original departure.

This discriminating process is much more widely prevalent than the public is aware of, and it is obviously a question of national, as well as of particular industrial interest, that the problem which it presents should be fully discussed and practically dealt with. The Wolverhampton Chamber of Commerce has recently published some interesting information showing how the iron and steel industries of this country are unequally weighted with excessive freight rates, in their competition with similar industries abroad. The power of the combinations is, undoubtedly, very great, and it is in no way dependent upon legislative favour or sanction. If it were, it might perhaps be more easily overthrown. The methods by which it is sustained are fully known only to a few. It is, however, obviously a matter of great moment, in these days of the growing effectiveness of foreign competition in the world's markets, that freight discrimination, inimical to the industrial success of this kingdom, should be removed. For the accomplishment of this work British industrial and commercial associations possess the means of useful service which they are bound to exercise in the interests of the nation as well as in those of the industries and trades which they severally represent.

ELIJAH HELM

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### SOME RECENT LABOUR DISPUTES.

THE explanation of the disputes in the London Building Trades of 1896 needs a brief recital of earlier events in the recent history of this group of trades.

Since the great strike of carpenters and joiners in 1891 the building trades had been in a somewhat disturbed condition in London. The neutral award of that year was followed by a renewal of negotiations in 1892 resulting, except for the plumbers, in the acceptance of a common code of working rules for all branches, and in a uniform advance in wages of  $\frac{1}{2}$ d. per hour.

But important though the agreement of 1892 was, it secured no permanent settlement: the various trade societies continued to strengthen their position, feeling that in their federation, although the masons kept outside it, they possessed a great, if somewhat novel weapon of combination; the whole of the decade had proved a period of prosperous activity in the building trades of London, and operatives therefore knew that the strength of the economic position of the moment was on their side; the old sources of difficulty—the employment not simply of non-unionists, but of *anti-unionists*, and, especially in the plastering and bricklaying, the introduction of the piece-master—were constantly reviving; and, finally, while a penny had been demanded, both by the carpenters and joiners in 1891, and by all sections in 1892, only a halfpenny had been secured.

On the other hand employers had been in a constant state of irritation, largely from the feeling of uncertainty as to when one or another of those in their employ might be marked out as a “blackleg,” and as to when, therefore, a dispute and consequent interruption of the work might be impending. Disputes in consequence of the employment of non-union men, as such, had been, it is true, rarely if ever sanctioned by the central executives of the various Trades Societies, but action on this ground had, nevertheless been not infrequently taken without reference to headquarters, and the annoyance to employers had been equally great whatever the sanction might have been.

From this combination of disquieting causes the apparent had not proved a real peace, and, on every hand, some further adjustment was felt to be necessary. It has been in intimate connection with the situation thus created that the disputes of 1896 have been entered upon and settled.

The first important step towards readjustment was taken by the Masters' Association by whom the stipulated six months' notice to terminate the agreement of 1892 was given on November 1st, 1894, the same date, it may be noted, as that on which the strike against Messrs. Trollope was entered upon. The winter of 1894–5 was thus passed with the knowledge on both sides that should no fresh settlement be arrived at the trades would be without a code of working rules from May 1st onwards, and that a general uncertainty of conditions would prevail.

In January, 1895, a notice was affixed to the works of the members of the Masters' Association to the effect that “no workman should be placed under any disability by reason of being or not being a member of a trade society,” and early in that year a complete code of revised rules, based on those of 1892, was drawn up by the Association, and submitted to the various trade societies as a basis for a future agreement. The above “disability” clause, and a further clause providing that “no objection shall be raised to sub-letting work provided that these rules are observed” were the most important changes suggested.

During February and March, 1895, three important conferences

between the masters and men were held. Almost all the operative branches of the trade were represented, and it was found that on behalf of the latter a unanimous objection to the above two clauses was raised. The disability clause was objected to mainly on the ground that it went too far, and covered too heterogeneous a body of men. The unionists wished to reserve to themselves the right of refusing to work with those who were, not simply non-unionists, but their "avowed enemies." The main objection to the clause that gave conditional sanction to sub-letting was that the practice led to scamping the work, to "sweating" the worker, and to uncertainty, when the piece-master was a "man of straw," as to payment of wages for work done, and to compensation in case of accident.

A further proposal of the masters that the six months' notice to terminate the rules, instead of necessarily taking effect in May, might be given at any date by either side, was also resisted, it being urged by the men that they would be put at an unfair disadvantage in obtaining a fresh settlement at any future time should the notices have been so handed in as to terminate in the dead of winter, when work is slackest, and the position of the men the weakest.

These Conferences of 1895 dealt with most of the controverted points, except the question of wages, and paved the way for the settlements of 1896. Although there was little agreement on any of the definite suggestions made by the masters the tone of the meetings was very friendly, and augured well for the future. The spirit of compromise was abroad, and the important counter-suggestion of the men that a Trade Conciliation Board should be established permanently for the settlement of disputes was willingly accepted in principle by the masters, it being indeed a revival of a similar proposal made by them some years previously.

Up to this point we find the main branches of the trade acting together, and the position of the Building Trades Federation strong, in spite of the continued refusal of the masons to join. During 1895, however, disintegrating influences began to operate, strengthened it would seem by the failure of the strike against Messrs. Trollope in the early part of the year, and by the judgment obtained by Messrs. Trollope and others against the Secretary and Executive of the Federation for the publication of a "black list."

The first serious step towards independent action was taken by the carpenters and joiners who, without notice to the federated sections, and apparently hastily forecasting the failure of negotiations with the employers for a revised body of rules, secured an expression of opinion from their own members in favour of a strike to force the Masters' Association to revive the agreement of 1892. The vote was never acted upon, but the action greatly irritated the other members of the Federation, and one of the results is seen in the six months' notice given independently by the bricklayers in November, 1895, for an advance of  $\frac{1}{2}$ d. per hour in wages and for a revised code of rules.

Negotiations followed and a settlement was arrived at for this trade without a strike, the  $\frac{1}{2}$ d. rise being conceded, the "disability" being added to the Conciliation clause, and the date for the termination of the stipulated six months' notice being left unfixed.

From the end of 1895 the various branches of the trade seem to have acted independently of each other, as though no Federation had been in existence, and the result is seen in the differences, in some cases of considerable importance, in the various codes of working rules now in force.

Like the bricklayers, the plumbers, the machinists, the smiths and fitters, and more recently, the masons, have all secured the extra  $\frac{1}{2}$ d. and a revised code of rules without any strike.

The painters, perhaps the least organised section of the building trades group, were able to take no effective action.

The builders' labourers, after a prolonged strike, during which with the exception of the builders' labourers' branch of the Gas workers' Union, they well-nigh exhausted their funds, have been defeated. They struck for the rise of  $\frac{1}{2}$ d. per hour and a revised code, and were offered  $\frac{1}{4}$ d. This they refused, and the offer being subsequently withdrawn, the men are now working without any definite agreement and at the old (1892) rate of wages.

There remain the plasterers and the carpenters and joiners. These are the only two sections, with the exception of the labourers, in which a strike took place. In their case a fresh settlement was arrived at, the  $\frac{1}{2}$ d. rise was granted, the minimum rate being thus fixed at 10d., and a fresh code of rules was adopted. In neither case do the old contested suggestions of the masters as regards "disability" and "sub-letting" appear, both being satisfactorily lost in the new rule by which it is agreed that disputes shall be referred to a committee of conciliation.

The strong position of the plasterers is reflected in the drafting of this rule, which, in their case, runs as follows :—

Rule 10.—That in the event of a dispute arising on any job or works, the district officials of the National Association of Operative Plasterers shall send written notice to the Central Association of Master Builders of London, who shall inform them whether the said builder is a member of that body. If so, a strike shall not be sanctioned by the N.A.O.P. until six clear working days have expired from the receipt of such notice, during which time the matter shall be considered by the employers and the representatives of the workmen with a view to an amicable settlement."

In the case of the carpenters and joiners we find the following much more elastic provision :—

"Rule 10.—That in the event of an objection to the employment of any workman no strike shall take place prior to the matter being referred to and decided by the Board of Conciliation, whose decision shall be final and binding.

As a sample of a case in which the contested "disability" clause appears in the new rules, we may cite that of the smiths and fitters

to whose rule providing for the reference to the Committee of Conciliation of all disputes "which cannot be settled by the employer and employed," we find the following abrupt addition: "Provided that no objection shall be taken to any workman in consequence of his belonging or not belonging to any trade society."

The rules under which the various committees of conciliation will act have been drawn up, but have not yet been signed, the judgment in the Trollope "Black List" case having raised doubts as to what the legal liability of the members of the Committee may be in deciding on disputes which turn on the qualification of individuals to whose employment objection may have been raised.

Two minor alterations in the rules of 1896, still further differentiating them from those of 1892, are seen in the provision by which, although the one hour's notice on either side is retained, it is agreed that if more than 10 per cent. of the workmen of the trade give notice on any one day (except Saturday) they shall not be entitled to receive their money until noon of the following day. The contractor is thus safeguarded against the necessity of keeping a large supply of cash in hand to provide for immediate and unexpected claims for payment of wages.

Finally, as regards the time of the six months' notice to terminate the rules, we find that the plasterers again occupy the strongest position, the date of termination being fixed, in their case, at the first Saturday in March. In the case of the carpenters and joiners no date is fixed, but there is an "understanding" minuted, although not embodied in the rules, that the notice should not terminate in the dead winter season.

The following table will give more detailed particulars as regards the various trades in which either a strike or a lock-out took place.

*London Building Trades : Particulars of Disputes, 1896.*

Branch of Trade.	Nature of Dispute.	Period.	Approximate Cost.	Settlement
Plasterers .....	Strike	May 1 to July 18	£8,000	Advance of $\frac{1}{2}d.$ per hour. New Code of rules.
Carpenters and Joiners .....	Strike	May 18-30	£4,000	Advance of $\frac{1}{2}d.$ per hour. New code of rules.
Labourers .....	Strike	May 1 to June 20	£9,700	No advance. No code.
Bricklayers ...	Lock-out <sup>1</sup>	—	£5,000	Work resumed on cessation of labourers' strike.

<sup>1</sup> In consequence of the labourers' strike.

Although at times the public mind was attracted to the disputes above mentioned, it was rather through the rumours of an impending general strike in the building trades than through any movement that actually took place. It has been seen that in the majority of trades the fresh agreements were arrived at by simple negotiation; that the points under discussion—rates of pay, employment of non-union men, &c.—were adjusted by methods of conciliation, and that clauses were introduced with the object of averting actual disputes in the future. On the whole, the series of agreements illustrates favourably the possibilities of industrial diplomacy when the trades concerned are highly organised on both sides. It may be noted, moreover, that the different Agreements reflect a relationship to the measure of organisation achieved: on the side of the employers the Masters' Association acted throughout, but on that of the employees the societies ranged from the strong and somewhat uncompromising union of the operative plasterers to the disintegrated sections of the painters and labourers, and in the event we find that it is the plasterers (albeit after a strike) who secure the most favourable terms, while the painters and labourers secure nothing at all.

Two recent disputes—the imminent strike among the London and North Western employees in December 1896, and the lock-out still in force (February 16) of the Bethesda quarry-men—have illustrated quite different phases of the relations of employer and employed.

In the case of the railway servants we find an old established and wealthy trade union formulating certain claims as regards wages, hours of work, Sunday duty, etc., many of the details of which are still under consideration, and presenting them on behalf of their members to the management of the various railway companies. The officers of the L. and N. W. R. acting on the assumption, admitted in the final agreement to have been a not unreasonable one, that a strike had been definitely decided upon, instituted enquiries among certain classes of their employees in order to estimate the numbers upon whom they could rely should the men be called out. As a result of these preliminary investigations, a certain number of men were dismissed.

The issue between the trade union and this particular company was in consequence at once changed, the action of the latter being interpreted by the men as an attack upon the union itself, or, to quote from a circular issued on December 8, "as a determination to crush all efforts made to redress grievances."

Although a strike had neither been threatened nor anticipated by the men,<sup>1</sup> the dismissals of some of the men, and the refusal on the part of the general manager to recognise the executive of the union completely changed the aspect of affairs, and on December 10, Mr. Harford, the general secretary of the union, in his letter to Mr. Ritchie requesting him to exercise the powers conferred on the Board of Trade under the Conciliation Act of 1896, declared that a strike was imminent. Events,

<sup>1</sup> *Railway Review*, December, 1896.



however, moved with great rapidity. On the same date a letter had also been addressed to Mr. Ritchie by the secretary of the L. and N. W. R. on behalf of the directors expressing their willingness to meet the dismissed men "either by themselves or before the Board of Trade." On the following day as a result of separate interviews with Mr. Ritchie by Mr. Harford and Mr. Harrison, the general manager of the company, the following Agreement was forthwith arrived at:—

"1. Mr. Harford states that no strike was intended, and repudiates responsibility for anything which has appeared to the effect that a strike was intended, but admits that the London and North Western Railway Company had good ground for assuming there would be a strike.

"2. Under these circumstances, the company will reinstate the men who have been dismissed under the impression that a strike had been resolved on.

"3. The company will receive and consider any representations which their employees desire to place before them, and are willing to have a personal conference with them should they feel themselves unable to give a favourable reply to the representations.

"4. No hostile action will be taken on either side pending the proposed negotiations."

The episode resulting in the above agreement affords a striking instance of the admirable services that can be rendered by a third party to the actual disputants when both have over-reached themselves. The railway men had been unwillingly almost committed to a strike through a course of events and a trend of feeling that they could not control, while the management of the company, starting with a misapprehension as to the probability of a strike, took up a position which, even though supported by the plea of their responsibilities to the public, was indefensible.

The dispute at the Bethesda Slate Quarries is still unsettled. In this case, as in that of the railway men, we find an attempt to secure concessions on points of detail, such as rates of pay and terms of contract for work, suddenly converted into what is regarded as the defence of a great principle. But in this case we have a loosely-organised body of wage-earners, instead of a well-established trade society, dealing with a single employer, instead of with a great Corporation with many public responsibilities. The suspension by Lord Penrhyn of the Committee elected by the men, in consequence of their action with reference to the concessions demanded, and his subsequent refusal to accept the mediation of the Board of Trade, to recognise the Committee originally appointed by the men to act on their behalf, and to allow any third party whatsoever, even an outside reporter, to be present at interviews on behalf of the men, have been interpreted by them, and by a large section of the public, as a refusal to recognise any right of effective combination whatsoever.

It may be admitted that the reasonableness of the attitude of Lord Penrhyn is to some extent determined by the past about which the



public thinks little and knows less—by his capacity as an owner, and by his considerateness as an employer. In industrial disputes, right is rarely found altogether on one side, and it is probable that, in this case, the recognition which Lord Penrhyn's record deserved has been at times overlooked. But, although this may be so, it is difficult to justify the absolutism of some of his decisions, and the attitude that he has adopted gives colour to the contention of the quarry-men and their supporters that they are fighting over again for what has become the elementary right of combination. Perhaps the most serious lesson of this melancholy struggle is the difficulty of devising any certain means of ensuring recourse to the methods of industrial conciliation or arbitration when either party to a dispute is hostile to them. The optional clauses of the present Conciliation Act are clearly almost useless for the purpose, and it is difficult to make a method of conciliation compulsory without incurring many serious dangers.

ERNEST AVES

### THE RECESS COMMITTEE AND REMEDIAL LEGISLATION FOR IRELAND<sup>1</sup>

“In order to promote the interests of agriculture, which are of paramount importance in Ireland, you will be asked to consider a Bill for the establishment of a Board of Agriculture in that country.”

IN these words the Government have correctly stated the main economic fact of the Irish question, and may be said to have announced an economic policy for Ireland. The present writer is, at the time of writing, in ignorance as to the details of the proposed measure. But he has, in conjunction with some three dozen leading Irishmen, representative of the agricultural and industrial interests of Ireland, North and South, arrived at certain definite conclusions as to the principles upon which legislation on this subject should be framed, if it is to effect any marked or permanent improvement in the conditions under which Irish farming is carried on.

It is true that the Recess Committee formulated and submitted to the Government a scheme of remedial legislation which went beyond the scope of the Bill as announced in the Queen's Speech. They asked for “A Department of Agriculture and Industries” which should include an all-round scheme of technical education. They were aware that they were making a considerable demand upon the Treasury. This they justified to themselves on two grounds. The results of the commercial restrictions of the past were still felt in Ireland, and not counteracted by such educational facilities as are provided by the paternal governments of Europe. They felt also that, quite apart from motives

<sup>1</sup> *Report of the Recess Committee on the Establishment of a Department of Agriculture and Industries for Ireland.* Price 1s. London: T. Fisher Unwin, Paternoster Square. Dublin: Browne and Nolan, Nassau Street.