

690
January 9, 1919.

HOLDING FOR INVESTIGATION.

To all Superintendents:

"If the worker wishes to have work held for investigation in any department he shall first call over the shop chairman who shall examine the work".

Cases can arise only where your assistants or examiners have rejected work made under piece-rate specifications. All the defects for which the work was rejected should be plainly chalked. If the worker requests work to be held for investigation, he should not be allowed to do any more work until the chairman of the shop has been called by him and made "formal demand" to hold the work. This formal demand means a definite statement of the reason why he asserts that the company must accept the work as it is. If the work does not conform to the specification or if it is not executed properly, the chairman should be shown. If he insists that the company is wrong in rejecting the work, then he may select one garment from the lot or more if the superintendent judges that more is needed for a "fair investigation" of the point at issue. The worker shall fix all other rejected coats and may not ask for any further holding for investigation until the issue is decided.

The superintendent shall then hold that garment until the close of the next business day unless instructed otherwise by the deputy for the company. If nothing is done in the meantime he shall then, after three days are up, order the worker to fix the garment; if he refuses he should be suspended immediately.

If the deputies come to the factory for investigation, the examiner who rejected the coat shall point out the defects. If the deputies agree that he is wrong, the superintendent should report the fact at once to the quality superintendent and issue appropriate instructions to the examiner. If the deputy for the union endorses the claim of the shop chairman that the work is according to contract and specification and not defective, the deputy for the company shall then take charge of the garment for further action at the Trade Board.

If the worker fails to establish his claim with his deputy or the Trade Board, the issue shall be considered as settled and he may not raise the same issue a second time. If he attempts to do so and refuses to fix the garment when requested it is evident that his intention is to abuse the principle and evade his proper duty and he shall be suspended if he persists.

EARL DEAN HOWARD.

January 8, 1919.

HOLDING FOR INVESTIGATION.

To all Superintendents:

"If the worker wishes to have work held for investigation in any department he shall first call over the shop chairman who shall examine the work."

When one wishes only what your assistance or examination have rejected with minor defects specified. All the defects for which the work was rejected shall be clearly marked. If the worker requests work to be held for investigation, he should not be allowed to do any more work until the chairman of the shop has been called by him and made "formal demand" to hold the work. This formal demand means a definite statement of the reason why he asserts that the company must accept the work as is. If the work does not conform to the specification or it is not executed properly, the chairman should be shown. If he insists that the company is wrong in rejecting the work, then he may select any number from the lot or more if the superintendent believes that more is needed for a "fair investigation" of the point at issue. The worker shall fix all other rejected work and say not for any further holding for investigation until the issue is decided.

The superintendent shall then hold that number until the close of the next business day unless instructed otherwise by the company for the contrary. If he holds the work in the morning he shall then allow the worker to work on the order the worker to fix the defect. If he refuses he must be suspended immediately.

If the worker goes to the factory for investigation, the chairman who rejected the work shall point out the defect. If the worker asserts that he is wrong, the superintendent should report the fact at once to the chairman and the chairman and have appropriate instructions to the extent. If the chairman for the union endorses the claim of the worker, then the work is accepted. If the chairman and superintendent are not satisfied, the chairman for the company shall then take charge of the rejected work and return it to the worker.

If the worker fails to establish his claim within the time of 24 hours from the time he is notified, then he is notified and may not take the work until a second time. If he attempts to do so, he shall be suspended until the next morning. If the worker fails to establish his claim within the time of 24 hours from the time he is notified, then he is notified and may not take the work until a second time. If he attempts to do so, he shall be suspended until the next morning.

Very truly yours,

Feb. 10, 1919.

people
Petition by the company for the reinstatement
of S. Baron, corner presser, Factory K-3.

Baron was suspended some days ago in connection with an order from the examiner to repair work which Baron asked to be held for investigation.

The facts in the case are these:

One day the examiner brought to Baron three pair of trousers to be bushelled. Baron bushelled two of them and requested that the third be held for investigation. The next day the examiner brought to him again a lot of four or five pair which Baron refused to bushel, and asked to have them held for investigation. His shop chairman confirmed both of these requests. Upon his refusal to bushel the lot of four or five the superintendent suspended him, holding that he was not entitled to keep more than one garment for investigation.

The people contend that this action by the superintendent is contrary to the ruling of the Board of Arbitration which they cite as follows:

"If the worker wishes to have work held for investigation in any department he shall first call over the shop chairman who shall examine the work. If he approves the request of the worker he shall make formal demand of the foreman or superintendent to hold the work for investigation.

He shall limit himself to one garment, unless it is clear that it is not enough for a representation; then he shall hold the least number consistent with needs of a fair investigation. In no case shall the garment from a rush lot be held". (From a decision by the chairman of the Board of Arbitration of Oct. 11, 1917, in case 370).

The people held that this gave their shop chairman the authority to hold out the lot of four or five as additional evidence and that the suspending of the worker was an abuse of power by the company. They ask for the reinstatement of the man with back pay for the time lost by his suspension.

The company on its part interprets the ruling of the board of arbitration to limit their request for investigation to one garment only and that if more garments are to be held they can only be held at the will of the superintendent.

Case 600.
Page 2.

Having regard to the language of the ruling, it seems to the Trade Board that the people are given the right to make a selection of more than one garment when the shop chairman believes that it is necessary. The language of the ruling seems to the Trade Board to be clear on this point and therefore it agrees with the people that the company went beyond its authority in suspending Baron, and, accordingly, orders his reinstatement with back pay.

In making this ruling the Trade Board recognizes that there may be some merit to the company's contention that unless some limitation were laid upon the power of the shop chairman in the selection of evidence, work could be held up in the factories. At present there is no evidence before the board that this has been the case.

James Hallenbach, Chairman
Trade Board.

dx
JMS

690.

3/3/19

Petition by the people for reinstatement
of Sam Baron.

Baron was suspended for refusal to bushel
certain trousers that he desired to be held for
investigation.

A note reviewing the evidence and arguments
will be prepared later.

In the meanwhile the Trade Board orders the
reinstatement of Baron with back pay for period of
suspension.

James Mullenbach.

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Jm*

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At long last
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"This case is brought by Mr. Spitzer on behalf of ~~Robert~~ Mr. Rothbart, shop chairman in Factory K. Mr. Rothbart relied upon his office of shop chairman and Trade Board member as giving him immunity from suspension. Under the interpretation of the agreement which I have always made, Mr. Rothbart is not immune from suspension for breeches of discipline and misconduct. The clause in the agreement reads as follows:

'Complaint against members of the Trade Board as workmen are to be made by the foremen to the Trade Board'.

In this case the suspension was made by Mr. Farkas because of disturbance which he raised in the shop and because he ordered Mr. Farkas to get out of the section.

It is agreed by the two deputies that in case my interpretation of the language of the agreement is in error that Mr. Rothbart shall receive back pay for the two days during which he was suspended. My interpretation of the clause is based on my knowledge of the intention of the framers of the agreement, when the Trade Board was created. The words 'as workmen' were put in advisedly, and would be entirely superfluous if they did not mean that the suspensions could not be made for workmanship"

E. D. HOWARD.

This case really turns upon the interpretation of the agreement, and is, accordingly, referred to the Board of Arbitration for attention and adjudication.

JAMES MULLENBACH.

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This case is brought by the ... of ...
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Page 15

Copy

Chicago, March 2, 1917.

Mr. J. E. Williams,

My dear Mr. Williams:

In the cutting room we have a group of examiners who look at the finished bundles before they are sent to the tailor shop, in order to prevent any shortages arising thru mistakes of the cutters, or otherwise. It has been our policy to promote cutters to this function, but, at the same time, to provide that they shall not in any way be put in a position of personally criticising any cutters; they report their findings to the superintendent of the cutting room.

These examiners who are members of the cutters' union have come to me with very much concern on account of a rule which they say the union has passed which will deprive them of their union membership, and which may if it is enforced against them, if they do not succeed as examiner, they fear they may lose their employment with Hart Schaffner & Marx.

I have reassured them by reference to paragraph, heading, UNION MEMBERSHIP, Page 16, and have told them that while the matter has not been to the board of arbitration, yet I can hardly see how they can lose their employment as cutters for Hart Schaffner & Marx no matter what the union may do.

I am sure you will agree with me that the matter ought to be definitely settled so that there need be no false hopes nor misapprehensions created, and I will therefore ask that the chairman make a rule that under the agreement men who are temporarily promoted to be examiners may resume their old positions as cutters without any disqualifications, and that the provision requiring "the door of the union be kept open" shall give them the right to reinstatement in the union whenever they resume work at the cutters' board. This is, of course, providing that the Board of Arbitration interprets the agreement as I do.

E. D. HOWARD.

Chicago, March 1, 1911.

Mr. J. B. Williams,

My dear Mr. Williams:

In the cutting room I have a group of extraneous people. I look at the finished product and wonder why are sent to the tailor shop, in order to prevent any mistakes and then mistakes of the cutter, or other-wise. It has been our policy to provide a cutter to make a pattern, but at the same time, to provide that I shall not in any way be put in a position to personally cutting any customer; they report their findings to the superintendent of the cutting room.

There are people who are responsible of the cutting room have come to me with very much concern on account of a rule which they say the union has passed which will deprive them of their union membership, and which they say it is understood that they do not succeed as examiners, they say they may lose their employment with that union. I have explained them by referring to paragraph, heading, "The Union," and I have told them that while the matter has been sent to the board of arbitration, yet I can hardly see how they can lose their employment as examiners for that matter. I think no matter what the union may do.

I have explained them by referring to paragraph, heading, "The Union," and I have told them that while the matter has been sent to the board of arbitration, yet I can hardly see how they can lose their employment as examiners for that matter. I think no matter what the union may do.

March 29, 1917.

Copy

Professor E. D. Howard,
Labor Department,
Hart Schaffner & Marx,
Chicago, Illinois.

Dear Mr. Howard:-

I have had your communication about examiners in the cutting room under consideration, and while not desiring to decide the matter conclusively in advance of an official hearing of a concrete case, I have formed an opinion which will probably influence my decision when such a case arises, unless changed by valid argument.

I feel that the union should not allow its power to control its own membership to be used to exclude a member because he has been made examiner or foreman, in case he wishes to resume his position as cutter. No offense that would not debar him from membership if performed while a cutter should exclude him if performed while a foreman or examiner.

Prejudice or dislike of a man on account of his promotion should not operate to deprive him of his opportunity of occupation. It ought not to be necessary to call the attention of union men to the need of protecting a worker from unjust "firing".

Yours respectfully,

J. E. WILLIAMS.

March 22, 1914.

Professor J. P. Bowyer,
Labor Department,
Hart Schaffner & Marx,
Chicago, Illinois.

Dear Mr. Bowyer:-

I have had your communication about
examiners in the outfit room under consideration, and
while not desiring to deal with the matter conclusively
in advance of an official meeting of a committee, I
have formed an opinion which will probably influence
my decision when such a case arises, unless changed by
valid argument.

I feel that the union should not allow
its power to control its own membership to be used to
exclude a member because he has been made examiner or
foreman, in cases where he wishes to resume his position as
outlet. No officer that would not defer his from
membership if performed while a cutter should exclude
him if performed while a foreman or examiner.

Prejudice or dislike of a man on account
of his promotion should not operate to deprive him of
his opportunity of occupation. It ought not to be neces-
sary to call the attention of men to the need of
protecting a worker from unjust "fixing".

Yours respectfully,

J. P. BOWYER.

5/10/19

765
J. B.

Petition to the Trade Board:

"One day last week the superintendent of the cutting room had given some trousers ends to be cut in the usual way. Mr. Ohlin, the union representative, ordered the cutter, H. Lessman, to disobey the order and refuse to make the work.

Up to six months ago the piece goods was entirely cut up with the lot. At that time it was decided not to get extra garments but to turn in the ends. When accumulation was made these ends were given to the cutters to pile up and cut into trousers by cutting machine.

Apparently, the union official wished to force the company to cut these ends single, providing a much larger amount of work in general for the cutters. We request that the Trade Board take note of this abuse of authority of shop chairman and discipline him.

E. D. HOWARD"

As outlined above, this case arose in connection with the piling up of several kinds of cloth in the cutting room. Over against the contention of the company, the people make the following statement: that this matter of piling up of different goods arose in the cutting room about six months ago when a similar lot of trousers ends were sent down to be cut; that at that time, Mr. Kroll took up the question with Mr. Kirsh and, he claims, agreed to let these trousers ends be cut without protest provided no more were sent down. Since that time three or four other lots have come down and been cut. Mr. Kroll contends that there was finally a clear understanding between him and the superintendent that no more of these lots were to be cut; that, consequently, when these lots came in Mr. Ohlin, as he could not secure the consent of the management, to cut them singly as they had been done hitherto, ordered the men not to cut them. The people also contend that at the time when the agreement was drawn up in 1916 there was an understanding between the company and the union that no pile ups of different goods was to take place, altho it was not written in the agreement.

The company on its part states that up to six or seven months ago there were no pile ups of trousers ends of different class goods, but that they had sold these trousers ends at a low figure because they expected to have them cut up 12 high, altho it appears that the average pile up is only about 4 1/2. The company also refuses to accept the statement of the people regarding any ~~permanent~~ private arrangement which does not appear in the written agreement.

After hearing the evidence and arguments, the Trade Board is of the opinion that Ohlin had no authority to countermand the orders of the superintendent but should have brought his complaint in the regular channels, if he thought that the company was violating the agreement. At the same time, it seems to be

7/10/12

Trade Board Case 5782

Petition to the Trade Board:

"One day last week the superintendent of the cutting room had given some trousers ends to be cut in the usual way. Mr. Olin, the union representative, ordered the cutter, H. Hansen, to disobey the order and refuse to make the work. Up to six months ago the piece goods were entirely cut up with the lot. At that time it was decided not to get extra garments but to turn in the ends. When accumulation was made these ends were given to the cutters to be cut and cut into trousers by cutting machines. Apparently, the union officials wished to force the company to cut these ends single, providing a much larger amount of work in general for the cutters. We request that the Trade Board take note of this abuse of authority of shop chairman and discipline him.

R. D. HOWARD

As outlined above, this case arose in connection with the piling up of several kinds of cloth in the cutting room. Over against the contention of the company, the people made the following statement: that this matter of piling up of different goods arose in the cutting room about six months ago when a similar lot of trousers ends were sent down to be cut. At that time, Mr. Kroff took up the question with Mr. Olin and, he claims, agreed to let these trousers ends be cut without protest provided no more were sent down. Since that time three or four other lots have come down and been cut. Mr. Kroff contends that there was finally a clear understanding between him and the superintendent that no more of these lots were to be sent; that, consequently, when these lots came in, Mr. Olin, as he could not secure the consent of the manager, to cut them singly, they had been torn slightly, and, indeed, the manager had to cut them. The people also contend that at the time when the agreement was drawn up in this regard an understanding between the company and the union that no pile up of different goods was to take place, also is not written in the agreement.

The company on its part stated that up to six or seven years ago there were no pile up of trousers ends of different kinds. That they had sold these trousers ends at a low price because they expected to have them cut up in this way. It appears that the average pile up is only about 1/2. The people also refuse to accept the statement of the people regarding any knowledge of the company which does not appear in the written agreement.

After hearing the witnesses and arguments, the Trade Board is of the opinion that Olin had no authority to compel the company of the superintendent and that Olin has brought his suit plain in the regular manner. It is requested that the company was violating the agreement. At the same time, it is asked to be

equally clear that the proposal of the company to cut these pile ups and trousers ends is an innovation and ought not be inaugurated without the consent of the people. It is the judgment of the Trade Board that inasmuch as these trousers ends had been contracted for they should be cut on the basis proposed by the company, but there should be no repetition of this method of cutting unless it is arranged for by agreement by the people or thru some decision of the Board of Arbitration.

JAMES MULLENBACH.

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J. M.

equally clear that the proposal of the company to cut these
pile ups and remove ends is an innovation and ought not be
inaugurated without the consent of the people. It is the
judgment of the Trade Board that inasmuch as these proposals
ends had been considered for they should be out on the basis
proposed by the company, but there should be no repetition
of this method of cutting unless it is arranged for by agree-
ment by the people or thru some decision of the Board of
Arbitration.

JAMES MULLENBACH.

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J. M.
11/11

Albert

763

4/29/19

Willing
backwards
Mar. 1919

Petition to the Trade Board.

One day last week the superintendent of the cutting room had given some trousers ends to be cut in the usual way. Mr. Ohlin, the union representative, ordered the cutter, H. Lessman, to disobey the order and refuse to make the work.

Up to six months ago the piece goods was entirely cut up with the lot. At that time it was decided not to get extra garments but to turn in the ends. When accumulation was made these ends were given to the cutters to pile up and cut into trousers by cutting machine.

Apparently, the union official wished to force the company to cut these ends single providing a much larger amount of work in general for the cutters. We request that the Trade Board take note of this abuse of authority of shop chairman and discipline him.

E. D. HOWARD.

4/26/13

Petition to the Trade Board

One day last week the superintendent of the cutting

room had given some trousers out to be cut in the usual

way. Mr. O'Brien, the union representative, ordered the

cutting to stop and refused to

make the work.

Up to six months ago the piece goods was sent by

cut up with the lot. At that time it was decided not to

get extra payments but to turn in the ends. When necessary

this was made these ends were given to the cutters to give

up and out into trousers by cutting machine.

Apparently, the union officials wished to force the

cutting to stop and the union provided a new list

amount of work to be done for the cutters. No payment

that the Trade Board take note of this kind of authority

of shop chairman and investigate him.

E. E. Brown

Hart Schaffner & Marx
Good Clothes Makers

May 12-19

Prof. Howard:

I would like to know if there is some way of getting a ruling or test made, whereby our assemblers on Special Orders as well as wholesale could be made to turn out a fair day's work. At present the men are assembling from 5 to 8 specials an hour, and half as much wholesale lots as they ought to and even less.

On Thursday May 1st when the trimmers were not working, I had Mr. Krause, the Foreman in the assembling section assemble some Specials to get a good idea of what could and should be done. He worked at it in a way that he considered a man should work to turn out a fair day's work, and it amounted to 26 specials in 35 minutes. This will give you an idea of what can be done.

We have one man by the name of Mr. Neuhauser whom they consider a non-union man, but he came to us on requisition from Mr. Rissman and is supposed to belong to Local 39. He turns out about 10 or 11 specials per hour, and he told me confidentially that he can do more, but is restricted from doing so and cannot help himself, as he puts it, "I am in wrong with the Union to some extent now", and he doesn't want his name mentioned, as he has been promised a Shop Trimmer's position as soon as we get busy. He did that work before in one of our Shops.

Hart Schaffner & Marx
Good Clothes Makers

There also seems to be an understanding about the cutting of Special Orders as well as wholesale body linings. As near as I have been able to learn they figure on about 2 1/2 to 3 cuts of specials and wholesale body linings per hour, when in fact they could do pretty close to twice that amount, and all other sections of the Trimming Dept. are in like ratio to the above. We have a few lining cutters who are exceptions to the above rule, but I get reports of restriction of output almost every day.

Respectfully,

O.F.Pettersen.

1877 Schallert & Marx
Good Choice Makers

There also seems to be an understanding about the
cutting of special papers as well as separate body
linings. As soon as I have been able to learn they
figure on about a 1/2 to 3/4 of a special and
unusually body linings are used. When in fact they
could be used also in other than linings. The all
to the body of the paper and the body of the
position to the observation and I get reports of the
collection of special papers.

Respectfully,

J. V. Schallert

5/16/19

Supplementary note to discharge and reinstatement
of Rosenberg, a trimmer.

Rosenberg was suspended because he refused to obey orders. He was ordered to cut a lay of vest linings 50 high. The vest linings were of satteen and were to be cut out exactly to fit the pattern. Rosenberg refused to cut the lay under instruction from shop chairman who had objected to the foreman against requirement to cut lay on the ground that it was an innovation in trimming room and that lining cutting of this kind had never been done in the trimming room.

The company claims that Rosenberg should have gone ahead with the lay and then brought complaint but that he should not have disobeyed the foreman's orders; that while the character of the cutting has not hitherto been done on vest linings, it has been done on sleeve linings of same grade of goods; that therefore it is not actually an innovation or change of standard as contemplated in the ruling of the Board of Arbitration of Feb. 25, 1919 in Case #361.

The people contend that "pile ups" and cutting of vest linings in the manner required by the company has never been done in trimming room and marks a departure from the customary standards of cutting vest linings; that hitherto they have been "blocked out" and the linings are cut and fitted in the vest shops; that the change is involved with work of trimmers in the vest shops; that in keeping with the ruling of the Board of Arbitration, the company should have taken up the question of the change with the people and if no adjustment could be made, then bring it to the Trade Board; that the action of the company in forcing obedience to the order was directly contrary to this ruling and the people were warranted in not observing it.

After hearing the statements it seemed to the Trade Board that the change in the work was of sufficient importance to warrant the procedure outlined in the ruling of the Board of Arbitration and the Trade Board ordered reinstatement with back pay. The actual merit of the case whether the cutting of the vest linings as desired by the company is feasible will be taken up by Trade Board later, unless satisfactory arrangement can be made with people in the meanwhile.

James Hullenbach.

James Hullenbach

Hart Schaffner & Marx
Good Clothes Makers

May 26, 1919.

Prof. Howard:

Owing to the shortage of different kinds of Trimming material, production has to some extent been curtailed. This, added to the restriction of output which is more evident since the signing up of agreements with the other houses, has created a shortage of trimmed garments for the shops to such a degree that it became apparent to Mr. J. Block and myself that it would be necessary to work overtime on Saturday afternoon. As a rule whenever it is possible we notify the men we are going to work overtime the day before, but in this instance we were not able to do so on account of the shortage of Inside Vest Linings, Silesia, and M4A Coat and Vest Lining, which did not come in until Saturday morning.

The M4A Lining arrived about 11:30 A.M. Saturday, so they were not notified until 11:35, and it was explained to the Shop Stewards how important it was to get some work out to the shops, together with the reason the men could not be notified any sooner. From all appearances the majority of the men were willing to stay, and were told by the foremen to stay, but the Shop Stewards evidently ordered them not to stay.

I spoke to one or two who had business or other matters to attend to, and they said they would stay anyway; one said he would stay until 4:00 P.M.; others were angry because they were not allowed to stay.

It seems as if the Shop Steward based the right of the men to refuse to work on a resolution they claim was passed at the last meeting, --not to work overtime unless properly notified beforehand.

I think this matter of overtime ought to be settled one way or another. We have always had the right to tell the men to work overtime and have always considered a legitimate excuse from a man who was unable to comply with our request to work. I was informed by Mr. Graff that Mr. Cizkovsky of the Undercollar Department was told that he should not or would not be allowed to work.

I believe that the power granted the Shop Steward is being abused, and that this should be taken up with the Trade Board or some one who has the authority to censor or curtail such action, or mete out some sort of punishment to suit.

We notified all Sections to work and not one man came back in the afternoon.

C. F. Petterson

Copy to Mr. A.M. Levy

Hart Schaffner & Marx
Good Clothes Makers

May 22, 1912

Prof. Hovell:

Owing to the shortage of different kinds of clothing material, provision has to some extent been curtailed. This, added to the restriction of output which is more evident since the signing up of agreements with the other houses, has created a shortage of various garments for the shops to work a degree that it became apparent to Mr. J. H. Hovell and myself that it would be necessary to work overtime on Saturday afternoon. As a rule whenever it is possible we notify the men we are going to work overtime the day before, but in this instance we were not able to do so on account of the shortage of inside West clothing, blouses, and the Good and Best lining, which did not come in until Saturday morning. The men arrived about 11:30 A.M. Saturday, as they were not notified until 11:35, and it was explained to the Shop Stewards how important it was to get some work out of the shops, together with the reason the men could not be notified any sooner. From all appearances the majority of the men were willing to stay, and were told by the foreman to stay, but the Shop Stewards evidently ordered them not to stay.

I spoke to one or two who had business or other matters to attend to, and they said they could stay anyway; one said he would stay until 8:00 P.M.; others were angry because they were not allowed to stay. It seems as if the Shop Stewards based the right of the men to refuse to work on a resolution they also had passed at the last meeting,--not to work overtime unless properly notified beforehand.

I think this matter of overtime ought to be settled one way or another. We have always had the right to call the men to work overtime and have always considered a legitimate excuse from a man who was unable to comply with our request to work. I was informed by Mr. Hovell that Mr. Hovell at the International Convention was told that he should not or would not be allowed to work. I believe that the power granted the Shop Stewards is being abused, and that this should be taken up with the Trade Board or some one who has the authority to control or control such action, or some sort of settlement to call.

It notified all sections to work and not the men only back in the afternoon.

Copy to Mr. A. H. Hovell

6/11/19

Professor Howard:-

Mr. P. Bronesky (a cutter) left the building last evening at 5:50 p.m. with 48 other cutters working on the 11th floor. Mr. Bronesky bought a newspaper at the door, walked north about fifty feet on Franklin Street, and while looking over the head lines of the paper, he suddenly was struck in the face by some person or persons. As to who the people were he is unable to say, because it happened so suddenly, and he evidently lost consciousness. When Mr. Bronesky revived, a police officer was assisting him to his feet, who conducted him to the emergency hospital in the Chicago Examiner's Building. Mr. Bronesky has three bad bruises on his face and the officer claims the bruises must have been inflicted with brass knuckles. Bronesky also has two teeth loosened.

A. Kirsch.

5/11/12

Professor Howard:-

Mr. P. Bromesky (a cutter) left the building last evening at 5:30 p.m. with 48 other cutters working on the 11th floor. Bromesky bought a newspaper at the door, walked north about fifty feet on Franklin Street, and while looking over the head lines of the paper, he suddenly was struck in the face by some person or persons. As to who the people were he is unable to say, because it happened so suddenly, and he evidently lost consciousness. When Mr. Bromesky revived, a police officer was assisting him to his feet, who conducted him to the emergency hospital in the Chicago Examiner's Building. Mr. Bromesky has three bad bruises on his face and the officer claims the bruises must have been inflicted with brass knuckles. Bromesky also has two teeth loosened.

A. Kirsch.

529
6/12/18

CASE 589.

Complaint by the people that the company has placed girls in the canvas department while union men are laid off.

Some weeks ago the company placed several girls in this department. It does not appear that any union men were laid off from the department.

The people contend that the company before employing the girls should have made requisition on the union for help. The company on its part contends that boys have hitherto been employed in this section; that they will not now stay permanently in it; that girls are steadier and better workers; that the work is clerical and not trimmers work; that they always have hired help for this section thru the employment department and not thru requisition on the union; that the Board of Arbitration by a decision gave the right to place girls in this department.

The decision of the Board of Arbitration in the case of the jack department did give the company authority to hire girls for that department when necessary, but the decision also contained the following ruling:

"It is understood the company shall continue to observe the provision of the agreement requiring the company to first make a requisition on the union when needing help and only in case of failure to be supplied to exercise the right to seek elsewhere for workers"

Altho this decision referred to the jack department it may be assumed that a similar ruling would be made for the canvas department.

In any event the Board by its former ruling requires the company to make requisition on the union before any outside help is engaged.

believes

The Trade Board ~~states~~ believes that this order should be effective for the canvas department and that the company is required to make requisition thru the Union when it needs help in the canvas department and that failure to do so and to hire other help, boys or girls, is contrary to the ruling of the Board of Arbitration.

JAMES MULLENBACH,
de
gm

8/12/18

CASE 589

Complaint by the people that the company has placed girls
the canvas department while union men are laid off.

Some weeks ago the company placed several girls in this
department. It does not appear that any union men were laid
off from the department.

The people contend that the company before employing
the girls should have made reputation on the union for help.
The company on its part contends that boys have hitherto
been employed in this section; that they will not stay
permanently in it; that girls are steadier and better workers;
that the work is clerical and not trimmers work; that they
always have hired help for this section thru the employment
department and not thru reputation on the union; that the
Board of Arbitration by a decision gave the right to place
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the Jack department did give the company authority to hire
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also contained the following ruling:

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the provision of the agreement requiring the company to first
make a reputation on the union when needing help and only
in case of failure to be supplied to exercise the right to
seek elsewhere for workers"

Altho this decision referred to the Jack department
it may be assumed that a similar ruling would be made for the
canvas department.

In any event the Board by its former ruling requires a the
company to make reputation on the union before any outside
help is engaged.

The Trade Board thinks that this order should be ef-
fective for the canvas department and that the company is
required to make reputation thru the Union when it needs
help in the canvas department and that failure to do so
and to hire other help, boys or girls, is contrary to the
ruling of the Board of Arbitration.

JAMES MULLINBACH,

Petition to the Trade Board by the company for discipline of J. Blumberg, chop chairman in cutting room.

The complaint is set forth in following statement:

"Attached are reports from the superintendent of the cutting room describing in detail conduct of chop chairman J. Blumberg, which, if true, show a deliberate violation of the ruling laid down for the conduct of chop chairman.

"This man is a week-worker and is taking advantage of his immunity from discipline by the company to waste a large part of his time in idleness under the cloak of union business. As a matter of fact, there is every reason to suspect that activities in this direction are such as to impair the efficiency of the other cutters and restricting output. The record of this cutter's production will be furnished to the Trade Board and to the Cutters' commission.

"The company asks for prompt relief from this imposition.

E. D. Howard.

To Prof. Howard.

"Saturday Aug. 18th, 1919.

About 1 P.M. Mr. Blumberg notified Mr. S. Goldberg foreman, that he was leaving the floor. On my rounds thru the 11th floor, about 2:30 P.M., I noticed that Mr. Blumberg was not at his table. I asked Mr. Goldberg about it, and he informed me that Mr. Blumberg had not yet returned. I then went thru the 10th, 9th, 8th, and 5th floors and again came to the 11th. In passing Mr. Blumberg's table I asked his partner, A. Weisberg, where is Mr. Blumberg? He answered "I don't know, he left here about 1 P.M.. I think he went home." I then went to the time clock to see if his card was punched out, it showed on in punch at 12:30 P.M. I then started thru all the cutting rooms to see if I could find him, and see what he was doing. I set with no success. I again returned to the 11th floor at 3:35 P.M. Mr. Blumberg was at his board cutting on a leg. I asked the foreman when did Blumberg get back, he said about 15 or 20 minutes ago. Mr. Blumberg was away from his table just about 2 1/2 hours. I went to him and asked where he had been, also that I thought he was absent. He answered, "No, I am here, what do you want?" I said I wanted to know where he had been for the last 2 1/2 hours. He didn't answer at once, just kept on cutting as tho he didn't hear me. Finally he said, "What did you want to see me about?" Seeing that he didn't care to answer me directly - the unconcerned way in which he acted, also several cutters were looking at us, and probably expecting a scene, I left his table and walked down the next aisle. He called me as I was leaving, and again said, "What did you want to see me about?" I answered, "Nothing now" and went on my way."

A. Birch.

A further record showing Mr. Blumberg's production since he became shop chairman was presented by the company.

***Conduct of J. Blumberg, Shop Chairman Cutter on 11th floor.**

On or about June 15th, 1919, Mr. Jacob Blumberg was made shop chairman in cutting room. Shortly after assuming his office I found it necessary to speak to him about his very evident soldiering on the different floors at all hours of the day, and staying away from his board for hours at a time without his foreman's knowledge. At first he refused to notify foreman when he wished to leave the floor. At the present time he does notify foreman on leaving his floor, but absolutely refuses to state the nature of the business that causes him to leave his board or floor when asked. When I would question Mr. Blumberg about his visiting, the nature of his business, or if anything was wrong in the department his answer would usually be, "I am attending to official business; if anything is wrong I will let you know", or that he would call me when he found it necessary.

On several occasions I tried to reason, and explain to him that he was not acting in the right way, and taking advantage of his official capacity. His answer would be, "I know what my duties as shop chairman are as well as you know yours." At another time I asked him what he was doing on the 9th floor. He said: "I investigate complaints and adjust them. You are not having any trouble with the cutters, or stoppages either since I was chairman. I am doing more good in the cutting room than you imagine."

On Thursday, August 15th, 1919, I was on the 10th floor and saw Mr. Blumberg talking to a cutter, about ten minutes; later, I saw him still talking to the same man and leaning on his elbows in a very lazy appearing manner. I came to them and said: "What is the matter, boys?" Mr. Blumberg immediately answered that nothing was the matter that he was acting on official business. Just then I was called to the phone. After answering my call I noticed that Mr. Blumberg had followed and was waiting for me. He said, "Say, I don't want you to be asking me what is the matter, is anything wrong, or what I am doing when you seem talking to some one. I want you to understand that when I talk to a cutter it is on official business and not of a personal nature as you may think. When I am talking to a cutter you have no right to ask me what it is about or what I am doing than I have in asking you the same question."

2.

Again, I tried to tell him that he was wrong, but he was very stubborn and positive that he was perfectly right in everything he was doing.

Several foremen have asked me whether Mr. Blumberg was a super being or a walking delegate; even some cutters commented on the advantage he was taking.

I charge Mr. Blumberg with soldiering and wasting more time in the cutting room than is necessary. Production record will verify the above statement --- 73 last three weeks.

A. Birch.

The first thing I noticed when I stepped out of the car was the cold. It was a sharp contrast to the warm blanket I had been under. I looked down at my hands, which were numb from the cold. I tried to shake them, but they wouldn't move. I was in a state of shock, my mind racing with thoughts of what had just happened. I had been driving for hours, and I had no idea where I was. The car had stopped, and I was alone. I tried to remember the last thing I had seen, but my mind was blank. I was lost, and I didn't know what to do.

I tried to get out of the car, but my legs wouldn't move. I was frozen in place, my body refusing to obey my commands. I looked out the window, but the view was blurry. I tried to focus, but my eyes wouldn't work. I was in a state of panic, my heart racing. I tried to breathe, but my chest felt tight. I was trapped, and I didn't know how to get out. I was alone, and I was scared.

I tried to think, but my mind was too foggy. I tried to remember, but my memory was too short. I was in a state of confusion, my thoughts swirling in a chaotic mess. I tried to move, but my body was too heavy. I was stuck, and I didn't know what to do. I was alone, and I was scared.

I tried to call for help, but my voice wouldn't come out. I tried to scream, but my throat was too dry. I was in a state of despair, my hope fading. I tried to think of a way out, but my mind was too foggy. I was trapped, and I didn't know how to get out. I was alone, and I was scared.

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The company also presents working record of Blumberg as follows:

	No. of hours per week.	Time lost.
July 8	58.30	27.8
" 9	58.16	26.10
" 16	54.45	26.42
" 23	55.48	26.56
" 30	54.45	42.35
Aug. 6	43.30	53.10
" 13	58.45	46.10
Sept. 9	60.16	46.55
" 17	57.15	28.45
24	60.45	49.45

The company also cited certain examples of cutting losses by ticket as follows:

Sept. 18	6 cuts took	50.50 hours
" 19	2 single cuts took	13 hours
" 25	4 cuts took	17 hours

Two questions came up in this case.

1. What is meant by clause in agreement "when necessary for the shop representative to leave his place to investigate complaints the foreman may, if he deems it necessary ask to be informed of the purpose of his movements, and therepresentative shall comply with his request."

In case #887 the Trade Board made following interpretation of this clause: "It should not be necessary (for shop chairman) to go into detail but enough information should be given to satisfy the foreman that the visit is a proper one and not for private business."

The union now protests against being required to give any account of the nature of the complaint that the chairman may be investigating; that to give the company's official the right to force a disclosure of the complaint before the people are ready to take it up with the company would be a serious interference with freedom of the union official, and would place the company in position of advantage in checking investigations and hampering the union in collecting evidence.

The company also provides various services of its employees as follows:

No. of employees		No. of employees	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

The company also provides various services of its employees as follows:

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

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The company on the other hand contends that they have a right to know when a complaint is taken up by shop chairman and what the complaint is about, as they are as much interested as the union in settling the complaints, and that it would provide an effective and necessary check upon the shop chairman who was disposed to abuse the privilege of his office.

On this point the Trade Board is of the opinion that shop chairman who are careful and competent, and interested to maintain good relations with the management will seek to meet the request of the foreman as to purpose of any investigation, by giving reasonable information as to purpose of the investigation. At the same time there will be cases where in his opinion information ought to be withheld and in those he will naturally protect the interests of his people. It seems to the Trade Board that no absolute rule can be laid down in this matter. The interest of the union, and indeed of the company, is that the avenues for complaint should be kept open and unobscured. It is to the interest of the company of course that union representatives should not abuse the power placed in their hands. The Trade Board is of the opinion that the company will be given a sufficient check on the activities of the chairman, if they are able to keep record of his complaints and investigations and the loss of time thereby.

2. The second question arising in this case is the question of discipline in case of J. Blumberg, the shop chairman.

The charges against Blumberg and the evidence are cited above.

The Trade Board, after considering the evidence, is unable to find any excuse or extenuation for the enormous losses of time indicated in the above record. They are so unusual as to be absolutely outside of losses that have ever come to the Trade Board in its observation of cutting room records. The Trade Board is constrained to believe that Mr. Blumberg is either very ineffective as a shop chairman or that he has deliberately wasted time. In either event the Trade Board questions whether the union should not take steps as early as possible to provide a substitute for Mr. Blumberg. The Trade Board does not enter any order in this case but desires that the union should carefully consider its responsibility in a case of this kind. Enough

The purpose of this report is to provide a summary of the work done during the past year. The work has been divided into three main sections: the first section deals with the general principles of the work, the second section deals with the results of the work, and the third section deals with the conclusions of the work.

In the first section, the general principles of the work are discussed. It is shown that the work is based on the principles of the theory of the work, and that the work is carried out in accordance with the principles of the theory. The results of the work are discussed in the second section. It is shown that the work has been carried out in accordance with the principles of the theory, and that the results of the work are in good agreement with the principles of the theory. The conclusions of the work are discussed in the third section. It is shown that the work has been carried out in accordance with the principles of the theory, and that the results of the work are in good agreement with the principles of the theory.

The second section of the report deals with the results of the work. It is shown that the work has been carried out in accordance with the principles of the theory, and that the results of the work are in good agreement with the principles of the theory.

The third section of the report deals with the conclusions of the work. It is shown that the work has been carried out in accordance with the principles of the theory, and that the results of the work are in good agreement with the principles of the theory.

The work has been carried out in accordance with the principles of the theory, and the results of the work are in good agreement with the principles of the theory. The work has been carried out in accordance with the principles of the theory, and the results of the work are in good agreement with the principles of the theory. The work has been carried out in accordance with the principles of the theory, and the results of the work are in good agreement with the principles of the theory.

8.

as the office of chairman is one of power and freedom it is necessary for the union to keep responsible check on its own officials. The Trade Board is confident that self government in industry is feasible and practical and cases of this kind are tests as to whether it is feasible and practical.

The Trade Board therefore refers the case to the union for its respectful consideration and action.

James Hullerbach.

as the office of the Secretary to the Board of Directors of the
Company for the year ending December 31, 1911.
The Board of Directors of the Company has
approved the statement of the Secretary and
has caused the same to be signed by the Secretary
and the President of the Company.

The Board of Directors of the Company has also
approved the statement of the Secretary and
has caused the same to be signed by the Secretary
and the President of the Company.

Very respectfully,
James H. [Name]

Secretary of the Board of Directors of the Company

The union complains that its complaints are not receiving proper attention as the deputy for company does not seem to have authority or does not take any responsibility for making adjustments with the deputy of the union.

The union claims that the deputy of the company acts only as an investigator and appears not to be empowered to make adjustments with deputy of union, as the latter's suggestions are neither accepted nor rejected but are always postponed and delayed so that no settlement is arrived at and the complaint files and the docket become clogged.

The company sets forth that there is nothing in the agreement compelling their deputy to make adjustments with the union deputy; that it has been their experience that supplementary inquiry is many times necessary beyond the preliminary investigation of the two deputies and that the deputy of the union frequently makes snap judgments and is resentful when they are not accepted by the company's deputy.

On this general question the Trade Board desires to point out how difficult it is to define the conduct and spirit that should characterize the relations of the deputies. That relation is largely a personal one and has consequently all of the peculiar advantages and disadvantages of such a relationship. This aspect has frequently been commented on by the Board of Arbitration.

On this occasion, the Trade Board desires to outline what it considers should be the procedure when deputies take up cases.

The agreement provides that it is always assumed that each deputy is authorized by his respective principal to represent them with authority to investigate and adjust complaints that they may take up together. See pages 5 and 7. They are to make an "earnest endeavor to reach a settlement". While they cannot by the terms of this agreement, or perhaps any agreement, be compelled to agree, it is expected that some adjustments will be made, and hitherto many have been made between the deputies.

If it should happen that the two deputies cannot agree, it is expected that they will report to their chief deputies who will then come together about the complaint and if possible reach a settlement, or failing in this, refer it to the Trade Board.

It is to the interest of all parties and to the smooth operation of the agreement that complaints be taken up promptly

The writer wishes that the committee was not so
reluctant to accept the facts as they are, and not
so inclined to look at the facts in a distorted
light, and to make the report of the committee.

The writer wishes that the duty of the committee
was not so limited, and that it was not so
inclined to look at the facts in a distorted
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and dealt with speedily so as to secure as early as possible an adjustment or decision, thereby determining the issue in the complaint. When for any reason complaints pile up, a dangerous situation is created. Confidence is lost in the efficiency of union officials, in the good will of the company, and in the general ability of the machinery to meet the needs of the people for redress and relief. The Trade Board believes that these considerations do not need emphasis and that both parties will seek to make the machinery of adjustment as efficient as possible.

James Hullenbach.

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an adjustment or decision, thereby maintaining the peace in
the community. When for any reason complaints pile up, a dan-
gerous situation is created. Confidence is lost in the effi-
ciency of union officials, in the good will of the company,
and in the general ability of the machinery to meet the needs
of the people for justice and redress. The Trade Union ad-
vises that these conditions do not need analysis and that
both parties will seek to solve the problems of adjustment
as efficiently as possible.

James H. Williams

817. 9/26/19.

The union brings to attention of Trade Board the complaint of the are old raisers regarding a temporary rate on certain double stitched archholes.

It appears that some weeks ago a rate of \$6.15 was set for this stitching whether wide or narrow. The people now complain that where they have to make the wide stitch first in the operation, the stitching is more difficult.

Observation of the work shows that number of rows of stitching is the same on each coat, only in one case the narrow stitch is run the first and in second case the wide stitch is run the first.

Two tests were taken:

- (1) By piece worker who made one coat at \$6.15 = 3.3 min.
one coat at X = 5.6 min.

On this showing the rate for X should be \$10.99

- (2) By section head who made -

One coat at \$6.15 = 7.5 min.
One coat at X = 7.3 min.

On this showing the rate would be about the same on X.

After observing the work on the first test the Trade Board is convinced that there can be no such difference in the work on X coat as represented in the time of this test. In fact, there does not seem to be any good reason why there should be more on one than the other coat, and the Trade Board is of the opinion that the test of the foreman is closer to the facts of the case and hence no change of rate will be ordered by the Trade Board.

James Mullerbach.

The first part of the report is a summary of the work done during the year. It is followed by a detailed account of the work done in each of the four quarters. The report then goes on to discuss the results of the work and the conclusions drawn from it. Finally, it ends with a list of references and a list of names of the people who have helped in the work.

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The second part of the report is a detailed account of the work done in each of the four quarters. It is followed by a discussion of the results of the work and the conclusions drawn from it. Finally, it ends with a list of references and a list of names of the people who have helped in the work.

The third part of the report is a discussion of the results of the work and the conclusions drawn from it. It is followed by a list of references and a list of names of the people who have helped in the work. Finally, it ends with a list of references and a list of names of the people who have helped in the work.

The fourth part of the report is a list of references and a list of names of the people who have helped in the work. Finally, it ends with a list of references and a list of names of the people who have helped in the work.

Petition by union in behalf of Ben Segal, #1341,
a sleeve presser, Factory 1.

Segal claims that his hour rate was reduced from
52¢ to 48¢; that he had been receiving the 52¢ rate for
a long time and that the reduction took place because the
superintendent thought the rate was too high for the work
he was doing - pressing gorges.

The company claims that the two rates are proper; that
the 52¢ rate is applied when he works on overcoats and the
48¢ when he works on sack coats.

An examination of the pay roll record seems to indi-
cate that during January and February his work was mixed;
that he had some work on sack coats and on overcoats at
piece work rate; while sack work was on sack coats. Segal
himself claims he had work on overcoats at same time as on
sack coats tho the greater part of the work was sack.

The pay roll record shows that Segal's rate was reduc-
ed last November from 52¢ to 48¢ for one week. He explains
its restoration as due to intercession of union deputy, but
a month later, Jan. 1st, the reduction was again made and he
held until he began on overcoat season.

Under the circumstances it is difficult to determine
just how Segal's rate should be figured, but the Trade
Board believes that an equitable arrangement, because of
mixed character of his work, would be to arrange the two
rates 52¢ and 48¢ per hour, and all or the claim at 47¢
per hour with back pay during those months that he worked
at the reduced rate.

It is understood that this ruling is to apply only
to this case and does not relate to any future rate of
Segal's or to rate of any other worker.

James Hullenbach.

Case #814 9/25/19.

Complaint by union that Dora Brooli, lapel baster, in Factory C-2 was getting improper compensation.

The facts are as follows:

Dora Brooli has been employed about seven years by the company in various lines of work. Last November she was working as a piece-worker sewing in felt and also at week-work part of the time marking collars, inspecting and sorting. For the week-work, or hour-work she was receiving at first \$14.00 and later \$16.00 a week. During the week ending March 24th she was transferred from sorting to basting lapels on hour work. For this work she was paid on the basis of \$16.00 a week. This hour-work at this rate continued until July when piece-work rate for lapel basting became effective. Under the piece-work for lapel basting she is making as high as \$42. to \$47 a week.

The people claim that she ought to have been paid at piece-work rate when she was transferred from sorting to lapel basting, as the later work as a machine operator is fully as important and requires as much skill as sewing in felt, and that to continue her low rate of 33¢ per hour (\$16.00 a week) was against the provision requiring that hour-work rate be based on piece-work earnings.

The company claims the piece-work share was a very small part of the girl's regular work; that the bulk of her time was spent on week-work; that girl accepted the arrangement in order to avoid loss of time and earnings as amount of piece-work was small.

An examination of the pay-roll shows that a very great contrast existed between the girl's earnings as a piece-worker and as a week-worker. For example: In week ending March 3rd, her earnings were as follows:

36 hours of hour-work	9.00
23.75 hours of piece-work	18.85
	<u>\$27.85</u>

Mar. 10

27 1/2 hours of hour-work	9.00
26 hours of piece-work	21.96

Mar. 17

36 hours of hour-work	9.42
20.25 hours of piece work	14.04

These three weeks show the great discrepancy that existed between the hour and piece work rates.

It does not seem quite equitable to fix an hour-

Page 10

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work rate for the girl that would be based entirely on her piece-work rate as disclosed in the above, as the people contend, for a good share of her work paid was for at a very much lower rate.

On the other hand, to require her to do hour-work on an operation very much more important than the sorting does not seem to meet the equity of the situation either.

It seems to the Trade Board that a reasonable and just solution of the matter would be to take certain weeks near to the time when she went on lapel basting and compute a composite hour-rate, representative of what her general earnings were during those weeks.

The Trade Board believes the following weeks are fairly representative both as to hours and character of work.

Week ending -

Jan. 28, 1919,	44 hours	
Hour-work,	27.75 hours,	\$10.00
Piece-work,	16.25 "	14.01
		<u>24.10</u>
Week ending Feb. 4, 1919,	44 hours	
Hour-work	32.75 hours	\$11.07
Piece-work	11.25 hours	12.66
		<u>23.39</u>
Week ending Feb. 11, 1919	44 hours	
Hour-work	36.25 hours	\$13.14
Piece-work	7.75 hours	12.66
		<u>25.80</u>
Week ending Feb. 17, 1919	36 hours	
Hour-work	27.75 hours	\$10.06
Piece-work	8.25 hours	11.42
		<u>21.48</u>

The average hour rate would be - 56¢ per hour.

The Trade Board, therefore, orders that the girl be paid at this rate for the time she was working on basting lapels on hour work, i.e. from week ending March 24th to the date when the piece work rate became effective in shop.

JAMES MULLENBACH.

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Petition by union in behalf of Bella Sandroff, 29837, Factory C.

The union alleges she was transferred from section where she was working without any adequate reason and earnings were diminished until she got used to the work.

The company claims that girl was not attentive to her work, came late several mornings during the two week preceding her transfer, and did not obey order of foreman to see superintendent before going to work.

The evidence shows that the girl had been engaged about two weeks when she came to work one day at one o'clock. Her statement is that she had a hearing in court that morning because she had been arrested as a picket some days before. She claims she told foreman she would not be in until 10:00 next day, but the foreman denies this. As to tardiness, she admits she was late three or four mornings, but claims that this came about in an attempt to get other girls for the factory as the foreman had urged. The foreman denies he told this girl to get other workers but admits he gave general announcement to that effect to the workers. It does not appear that Bella succeeded in getting any new employees. She admits foreman told her she would have to see the superintendent but claims she did not know that this would prevent her from going to work. As the superintendent was out of the office at the time she went upstairs and went to work, and later was transferred to piece-work operation. The foreman claims he gave her positive orders not to go to work until she saw the superintendent.

Certain personal charges made by the union against the foreman as giving motive for transfer were ruled out of order by Trade Board on the ground that such charges should have been presented at the time and not after lapse of so long a time - nearly three months.

After hearing the evidence and arguments the Trade Board concluded that the penalty of transfer in this case was rather severe, as the girl had good reason for being absent that forenoon, and is not required by agreement to give notice beforehand, the she claims she did. There is a chance of her misunderstanding the foreman's instructions about seeing the superintendent, and she continued at work after consulting the shop chairman.

The pay rolls show she fell off in regular earnings during the first two weeks she was on piece-work. These weeks were:

June 28, 1919	0.19
July 7, 1919	0.41

Section 10 of the Act is hereby amended to read as follows:

The words "and the" shall be inserted after the word "and" in the first line of the section.

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Insofar as these earnings fall below \$10.00, her week-
work wage, she is to be given back pay.

James Mullenbach.

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9/30/19

Case #017.

Petition by union in behalf of joiners for revision of rates on account of falling off of earnings on "P" Construction trousers as compared with #4 Construction. The union also brings same petition for piece-pressers.

The people contend that the earnings of the joiners and piece-pressers despite repeated increases during the last two or three years, do not show corresponding increases. They claim the disadvantage came in with the "P" Construction and has run thru the years.

The company contends that the complaint of the people has no standing as the change from #4 to "P" construction took place July 9, 1918, when specification #1439 went into effect; that shortly after that date revision of rates took place, since which time no complaint has been made.

An examination of pay records shows that the earnings of these two sections have actually increased during this year.

JOINERS:

Shop 5, 1918,	55¢	per hr.
Shop 5, 1919,	71¢	per hr.
Fac. K, 1918,	79¢	per hr.
Fac. K, 1919,	.865	per hr.

PIECE-PRESSERS.

Shop 5, 1918,	71¢	per hr.
Shop 5, 1919,	92¢	per hr.
Fac. K, 1918,	75¢	per hr.
Fac. K, 1919,	79.8¢	" "

In view of these increases in earnings and the long lapse of time since the "P" Construction trousers have come into the shops, the Trade Board cannot find any ground for revising the rates in these two sections, and the petition is accordingly denied.

James Mullenbach.

9/30/19

Case 4017

Petition by union in behalf of joiners for revision of rates on account of falling off of earnings on "P" Construction Browners as compared with "A" Construction. The union also brings same petition for piece-workmen.

The people contend that the earnings of the joiners and piece-workmen despite repeated increases during the last two or three years, do not show corresponding increase. They claim the "P" Construction rates are still the same. "P" Construction and has kept them the same.

The company contends that the earnings of the people has no standing as the change from "A" to "P" Construction took place July 2, 1918, when specification "A" was sent into effect; that shortly after that date revision of rates took place, since which time no complaint has been made.

An examination of pay records shows that the earnings of these two sections have actually increased during this year.

JOINERS:

Shop A, 1918, 100 per hr.	Shop A, 1919, 100 per hr.
Shop B, 1918, 100 per hr.	Shop B, 1919, 100 per hr.
Sec. E, 1918, 100 per hr.	Sec. E, 1919, 100 per hr.
Sec. F, 1918, 100 per hr.	Sec. F, 1919, 100 per hr.

PIECE-WORKMEN:

Shop A, 1918, 100 per hr.	Shop A, 1919, 100 per hr.
Shop B, 1918, 100 per hr.	Shop B, 1919, 100 per hr.
Sec. E, 1918, 100 per hr.	Sec. E, 1919, 100 per hr.
Sec. F, 1918, 100 per hr.	Sec. F, 1919, 100 per hr.

In view of these increases in wages and the fact that of late since the "P" Construction Browners have come into the shop, these two sections claim they should be receiving the rates in these two sections, and the petition is accordingly denied.

James H. Smith

10/8/19

The union brings complaint in behalf of backers in vest shop, Factory B, alleging that backers have additional work, and requesting adjustment of rates.

The backers complain that the work is more difficult for the following reasons: There are more vests with flap pockets and piped pockets; there is no differential for singles; and the method of marking the vests with description tags interferes with backers' speed.

As to increase in number of difficult vests, the evidence shows that in season --

Season	Inlaid or flap pocket
Spring '18 constituted	30% of the work.
Fall '18 "	18% " "
Spring '19 "	40% " "
Fall '19 "	55% " "

This record shows that there is now 55% more of this work than in highest record of any previous season.

It is a fact that there is no differential for singles but that is a long standing condition which can only be altered by some special arrangement between the company and the people. Doubtless this is a constant source of irritation as other sections receive the differential for singles.

The tangling of the tags does interfere with speed of worker where it occurs but the amount of this is difficult to determine.

Over against the contention of the people the company sets the record of earnings which shows a net gain on the average for months of July and August this year over July and August of last year of seven per cent.

In the face of the gain in earnings the Trade Board does not find sufficient ground to make a revision of the rates. The average gain seems to be a substantial one and an advance in the rate would naturally increase the gain.

The argument of the people that backers in other houses are making such higher earnings than those in Hart Schaffner & Marx employ cannot be given any weight before Trade Board under the agreement, the undoubtedly this might very properly be ground for special negotiation between the company and people.

James Mullenbach.

OK
ms

October 6th, 1919.

Petition by people in behalf of Dave Leman, a dart
pressor Factory J4.

The union claims that Leman is a shop chairman in J4
and that his suspension is illegal and contrary to ruling
of Board of Arbitration.

The company claims that it was informed that another
man, Oscar Elliot, had superseded Leman as chairman.

The union contends that Oscar Elliot was chosen as head
shop chairman for J but that Leman was not superseded as
chairman on his floor and that only recently he took up a
complaint with the superintendent.

The company claims that it is greatly handicapped by
lack of knowledge as to those who are to be considered as
union officials and exempt from direct discipline.

No evidence was heard in this case as the suggestion of
the chairman of Trade Board was accepted; that Leman be rein-
stated; that the company then bring charges in regular way;
that the loss of time during present suspension be borne by the
union because of its failure to furnish list of union officials
which had been requested some time ago.

Reinstatement is to take place Saturday morning, tho it
will be sufficient if Leman reports Monday morning, because
of holiday.

James Hullenbach.

44-38861-100

October 1944

Section of report in regard to the above subject

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Page 1 of 1

Case #300. 10/7/19

Petition by people for reinstatement of Constantine Jakubowski, #3001, volt maker, Factory C-3, with back pay.

Jakubowski was suspended for refusal to make certain lower volts at a rate of \$118.31 per 100 pairs.

The company presents as evidence of authority to enforce the rate, specification of date May 12, 1912.

The people protest this rate and offer evidence that the rate was never used in the shop but that volts of this description had been made by volt makers at \$50.00 (\$31.00 plus \$19.00), and that none had ever been made at rate of \$118.31. Any other lower volts were made on hour work by hour workers or by pocket makers on hour work.

This testimony is corroborated by statement of the superintendent of the shop.

It appears that some six or eight weeks ago there was some controversy about these volts and at that time the deputy of the people acknowledged the validity of the specification and confirmed order of the company to have work done at piece-work rate of \$118.31. The superintendent, however, had work done on hour-work by two hour-workers. Last week the management attempted to enforce the specification and the workers refused to do it. Two of them testify that they refused to do it and the work lay until yesterday - about a week - when Jakubowski refused to do the work and was suspended.

The Trade Board finds that the specification was properly authorized but has not been used in C since it was issued and it was effective in other shops. It seems to the Trade Board that when the management is aware of a condition of this kind, it was not advisable to proceed by such brusque methods for enforcement as suspension.

A suspension and discharge under circumstances of this kind would seem not to be "exercised with justice and with due regard to the reasonable rights of the employee", but to be arbitrary and inconsiderate use of power.

The man is ordered to be reinstated with back pay.

Meanwhile, the work should be done on hour work till the Rate Committee can set a price.

James Mullerbach.

JM

Case # 925. Oct. 8, 1919.

Petition by union for reinstatement of Alex
Zolotino, an off presser, in Factory II.

Zolotino was suspended for poor work.

The company contends that he has been repeatedly
warned, has been given numerous complaint notices
regarding his work, and is contentious when spoken to
about his poor pressing.

Evidence in support of these charges were submitted
in testimony of manager, the record of complaints, and a
coat which had led to immediate suspension.

The people contend that the record as presented
relates only to recent criticisms; that there are no
other complaint notices, altho Zolotino has been employed
by the company for thirteen years as a presser; that the
coat in question, which admittedly is defective at
points, could have been bushelled, if the coat had been
given to the man.

After hearing the testimony and examining the coat,
the Trade Board finds that the work on the coat was very
low grade for Factory II and that suspension was in order.
Because, however, of Zolotino's long service he is
ordered to be reinstated Friday morning October 10th.
It is expected that the loss of time will be sufficient
penalty to secure better work for Zolotino in the future.

JAMES HENLENDACH.

Dec. 2, 1912.

Received by mail a few minutes before 11:00
A. M. from Mr. [Name] of [Address]

Enclosed are enclosed for your use.

The survey contains that he has been repeatedly
warned, has been given numerous cautions and
regarding his work, and he continues to refuse to
about his poor conduct.

Enclosed in report of these charges were submitted
in testimony of [Name], the record of complaints, and a
copy which had led to immediate suspension.

The people contend that the record is presented
not only to record evidence that there was an
other complaint received, also that he was warned
by the survey for [Name] as a warning that the
and [Name] of [Address] in [Address] at
[Address] would have been [Name] if the work had been
given to the [Name].

After having the testimony and examining the work
the [Name] found that the work on the [Name] was
not good for [Name] and that [Name] was in [Name]
looking, however, at [Name] they [Name] to be
ordered to be [Name] [Name] [Name] [Name]
it is expected that the [Name] will be [Name]
possibly to [Name] [Name] [Name] [Name] [Name]

Yours faithfully,

Luft

CASE 816 10/9/19

Petition by union in behalf of Meyer Schockman. The union asks for \$5.00 increase and back pay as defined for piece workers in the award of July 9, 1919.

Schockman was employed as a buttonhole opener originally but was transferred to sorting. The company claims this was at his request and the people claim it was done on order of the management because he was needed as sorter. When the increase under the award became effective and he failed to get the increase he complained and was retransferred to buttonhole opening -- a week-work operation.

The Trade Board understands that he has been again transferred to sorting and is now receiving the \$5.00 increase so that the question before the Trade Board is whether Schockman should have received the \$5.00 raise during the first period of his transfer to sorting.

It would seem that under the ruling of the Board Arbitration, Schockman is entitled to the increase. Had he remained a buttonhole opener he would naturally have received it and when transferred to sorting he had a right to believe that he was in no way changing his status in regard to any prospective raise or advantage that might be gained for union workers. There does not seem to have been any "clear understanding" that Schockman's status was changed in any degree by his transfer to sorting.

Moreover, the fact that he has been retransferred to sorting indicates that his service there is needed and is not of his own preference.

rules
The Trade Board ~~states~~ that Schockman was entitled to receive the customary \$5.00 increase for week workers during the period that he was employed as a sorter.

James H. Hillebach.

Oct. 10, 1919.

In the matter of transformation of shop 6 into regular pants shop.

The union desires that a minimum hour-rate of 45¢ an hour be paid to such workers as are now below this rate in their piece-work earnings in Shop 6 for a period of two weeks while becoming accustomed to the regular work on trousers.

The company objects to any minimum rate being set ~~and~~ because there is no authority for a minimum rate of that amount, and because it is not justified in view of the inexperience of the workers.

The Trade Board realizes the undesirability of setting any minimum rate at this time but desires to make the following rulings regarding the situation.

1. The Trade Board finds that of the piece-workers whose rates are before the board -

26 are already earning over 45¢ an hour

9 are earning from 35 to 45¢ per hour

17 are earning from 15 to 35¢ per hour

As a working arrangement, the Trade Board directs that the piece-workers earning 46¢ an hour and up be paid at their hour rates for three weeks; that those piece-workers earning 35¢ to 45¢ per hour be paid 45¢ per hour for three weeks; and that those earning below 35¢ per hour be paid at rate of 35¢ per hour for three weeks. The three weeks period is to begin Oct. 6, 1919.

2. Week-workers are to be continued at present rate, unless modified by voluntary action of the company in raising rates or by Trade Board.

3. Any question relating to status of an individual worker is to be taken up by Rate Committee.

4. Any question as to intermixture of knickerbocker work with regular work will also be dealt with by Rate Committee.

James Mullenbach.

Oct. 10, 1919.

CASE 928

In the matter of Enforcement of Shop & Labor Regular
panda shop.

The Union desires that a minimum hour-rate of 45¢
an hour be paid to such workers as are now below this
rate in their piece-work earnings in Shop & Labor
of two weeks while becoming accustomed to the regular work
on premises.

The company objects to any minimum rate being set
and because there is no authority for a minimum rate of
that amount, and because it is not justified in view of
the inexperience of the workers.

The Trade Board realizes the unfairness of setting
any minimum rate at this time but desires to make the fol-
lowing rulings regarding the situation.

I. The Trade Board finds that of the piece-workers
whose rates are below the board -

1. are already earning over 45¢ an hour

2. are earning from 35¢ to 45¢ per hour

3. are earning from 15¢ to 35¢ per hour

As a working arrangement, the Trade Board directs
that the piece-workers earning 45¢ an hour and up be paid
at their piece rates for three weeks; that those piece-workers
earning 35¢ to 45¢ per hour be paid 45¢ per hour for three
weeks; and that those earning below 35¢ per hour be paid
at rate of 35¢ per hour for three weeks. The three week
period is to begin Oct. 6, 1919.

2. Piece-workers are to be continued at present rates,
unless notified by voluntary action of the company in
raising rates or by Trade Board.

3. Any question relating to status of an individual
worker is to be taken up by Labor Committee.

4. Any question as to inexperience of piece-workers
with regular work will also be dealt with by Labor Com-
mittee.

James Hollenbach.

~~5-27-19~~

Case 829. 10/10/19

A matter has been called to the attention of the Trade Board regarding liability of company to give back pay on singles in Shop #5.

It appears that some months ago an adjustment of rates in several sections took place whereby a differential for singles was arranged for.

This differential was restricted to work in Factory K on assurance from company that no singles were going to be sent into shop 5.

Some weeks ago, however, the people in Shop 5 complained that they were getting singles also, and this is admitted to be the fact, tho just when singles began to go into shop 5 remains undetermined.

The people are now asking that the differential for singles be also extended to the singles that are made in Shop 5.

The company is willing to do this from the date of complaint but does not think back pay should run beyond the period that the people complained.

From the facts as stated, the Trade Board believes that the people in Shop 5 are entitled to the differential the same as those in K, and that back pay should be given from the time the singles came into the shop. As these may have been few or many, the Trade Board believes that a reasonable estimate could be made by rate committee without necessity of detailed computation running over many months.

JAMES MULLENBACH.

Case 823. 10/10/19

A matter has been called to the attention of the Trade Board regarding liability of company to give back pay on singles in Shop #5.

It appears that some months ago an adjustment of rates in several sections took place whereby a differential for singles was arranged for.

This differential was restricted to work in Factory K on assurance from company that no singles were going to be sent into shop 5.

Some weeks ago, however, the people in Shop 5 complained that they were getting singles also, and this is admitted to be the fact, the fact when singles began to go into shop 5 remains undetermined.

The people are now asking that the differential for singles be also extended to the singles that are made in Shop 5.

The company is willing to do this from the date of complaint but does not think back pay should run beyond the period that the people complained.

From the facts as stated, the Trade Board believes that the people in Shop 5 are entitled to the differential the same as those in K, and that back pay should be given from the time the singles came into the shop. As there may have been few or many, the Trade Board believes that a reasonable estimate could be made by rate committee without necessity of detailed computation running over many months.

JAMES MULLERBACH.

Petition by people in behalf of the Joiners Factory K and shop 5.

The joiners claim that they have additional work by reason of certain changer and demand for better quality.

The joiners testify as to additional -

1. That work used to come folded with coupon on top. Now the trousers are mixed and have to search for coupon.

2. Used to have only two colors for hangers while now they have five colors.

3. Used to have trousers either pressed or stretched while now operator has to stretch trousers himself.

4. When loops were sewed on, they did not need to be so particular about joining seams.

These changes, it appears, reach back from two to five years. The workers claim in general that these changes have so affected their earnings that they do not now earn as much as they formerly did before these changes came in, i.e. after the percentages of various increases are deducted from present earnings.

The company points out that these changes are of long standing and are not now subject to revision; that if the joiners have been complaining of their earnings such complaints have not come to the ears of the company or the Trade Board.

The company also presents figures to show that earnings of the joiners have increased very considerably the last year. In shop 5 the average rate in 1918 was 55¢, while in 1919 it was 71¢, a gain of about 30%. In factory K the average hour rate in 1918 was 79¢ while in 1919 it was 86.3¢, or a gain of 10%.

These rates are equalized to that the gains here indicated represent absolute gains over and above all percentages given thro awards.

In addition to above evidence and contention the people claim that the joiners in other houses are earning more money and that this is ground for revising the rates for joining.

The company contends that what other joiners may be earning elsewhere may not be used as a reason for increasing rates or earnings at Hart Schaffner & Marx, as the company and people are working under their own agreement and this does not provide any such ground for modification of existing rates.

After hearing the testimony and argumenst, the Trade Board is of the opinion that the changes lie too far back for

Petition by people in behalf of the Joiners Factory
K and shop 5.

The Joiners claim that they have additional work by
reason of certain changes and demand for better quality.

The Joiners testify as to additional -
1. That work used to come folded with coupon on top.
Now the trousers are fixed and have to be made for coupon.
2. Used to have only two colors for trousers while now
they have five colors.

3. Used to have trousers either pressed or stretched
while now operator has to stretch trousers himself.

4. When loops were saved on, they did not need to be
so particular about joining seams.

These changes, it appears, reach back from two to five
years. The workers claim in general that these changes have
so affected their earnings that they do not now earn as much
as they formerly did before these changes came in, i.e. after
the percentages of various increases are deducted from present
earnings.

The company points out that these changes are of long
standing and are not now subject to revision. That if the
Joiners have been complaining of their earnings such complaints
have not come to the ears of the company or the Trade Board.

The company also presents figures to show that earnings
of the Joiners have increased by 7% considerably the last year.
In shop 5 the average rate in 1918 was 55¢, while in 1919 it
was 57¢, a gain of about 3.6%. In factory 5 the average rate
in 1918 was 75¢ while in 1919 it was 78.5¢, or a gain
of 4.7%.

These rates are equalized to show the rates were 100%
based upon 1918 rates and show all percentages
given are based on 1918.

In addition to above evidence and testimony the people
claim that the Joiners in other places are earning more money
and that this is ground for revising the rates for Joining.

The company contends that other Joiners may be earning
the same or more but not be needed as a reason for increasing rates
or earnings as the company is not in the same position and people
are working under their own agreement and this does not provide
any such ground for justification of higher rates.

After hearing the testimony and argument, the Trade
Board is of the opinion that the demand for a back pay

the Trade Board to find authority to deal with the situation which has been of long standing.

On the second point, the Trade Board wishes to report that claims of this kind, based on earnings of outside workers are being urged before the Trade Board and plainly indicate an unsettling condition among the people. From the information set forth in this case, as well as in others that have come both formally and informally before the Trade Board, the Trade Board believes that the matter is worthy the attention of the Board of Arbitration, and this case is referred to that Board for consideration of the general policy in cases where claims are made that earnings are lower than outside houses.

James Mullenbach.

The Trade Board to find authority to deal with the situation which has been of long standing.

On the second point, the Trade Board wishes to report that, of this kind, based on evidence of official concern, are being urged before the Trade Board and mainly in order to an unsettling condition among the people. From the information set forth in this case, as well as in others that have come both formally and informally before the Trade Board, the Trade Board believes that the matter is worthy the attention of the Board of Arbitration. In this case it is referred to that Board for consideration of the general policy in cases where claims are made that earnings are lower than outside houses.

James M. Wilson.

11/5/19

Petition by union in behalf of edge stitchers,
Factory H.

The union claims the edge stitchers were originally paid a 15% increase under the award of July 9, 1919, and that a week later this increase was withdrawn and 10% increase instituted, on the ground that edge stitchers had received 18% increase May 31, and that when this was computed with their earnings they were found to fall in the 10% classification.

The union disputes the right of the company in using the 18% as a part of the edge stitchers earnings.

The company sets forth its case as follows:

"When we computed the percentage of increase that the edge stitchers in Factory H should receive, we found that it should be 15%. When we were auditing our figures we found that the edge stitchers had received an 18% increase in rates on May 31st (specification attached).

The earnings under these new rates were not included in our computation, but when we applied the increase (which all the houses in Chicago did before computing their percentages) we found that they should be given a 10% increase instead of 15%. We adjusted our records accordingly. We did not deduct anything from the edge stitchers covering the overpayment of one week.

Mr. Glickman's complaint, attached, contends that we had no right to apply the increase in rates before determining the sectional earnings.

To the best of my knowledge, all companies in Chicago applied the increase that they had given up to June 14th for figuring the increased earnings. As the intent of the instruction in the award was that the classification should be made on the rates that were in existence when the conference started, all negotiations for increases were suspended while the negotiations were in progress."

The facts in this case are admitted. The issue turns on whether the company is required to restore the 15% rate.

Page 2.

The agreement arranges for a graduated scale of 20%, 15% and 10% increases on the basis of average earnings for each complete section for the latest four full weeks (eliminating overtime). It is further provided that the increases granted shall be paid from the first pay roll week immediately following June 1st, 1919.

In view of these conditions, it seems clear that the increase of 18% at May 1st could be properly figured in on the earnings of the section. The 18% was a part of their earnings from May 31st. If four weeks preceding July 9 were taken, naturally the 18% would appear in the increased earnings and might throw the section into the 10% rather than the 15% classification.

The Trade Board is unable to find any ground for reversing the action of the company.

James Mullenbach.

The agreement entered for a graduated basis

of 50¢, 10¢ and 10¢ increases on the basis of
average earnings for each complete section. The
latest four full weeks following overtime.
It is further provided that the increases granted
shall be paid from the first pay roll week
directly following June 1st, 1919.

In view of these conditions, it seems clear that
the increase of 10¢ at May 1st could be properly
figured in on the earnings of the section. The 10¢
was a part of their earnings from May 1st. If four
weeks preceding July 9 were taken, naturally the
10¢ would appear in the increased earnings and might
throw the section into the 10¢ rather than the 10¢
classification.

The Trade Board is unable to find any ground
for reversing the action of the company.

James H. Hildreth.

Case 843. Nov. 10, 1919

Petition by union for reinstatement of Henry Bass,
an edge stitcher in B.

Bass was suspended for refusing to do work on a
certain coat, claiming that coat had hitherto been done
on hour work and was not under the specification.

It appeared after hearing the evidence that some
weeks ago work of this character came into the section
and on protest by edge pressers was placed on hour work,
and that work of this kind seems to have been done by
the hour workers in the section, up to the time the
company attempted to apply the disputed specifications.

Under the circumstances, i.e. when the company has
had the work done on hour work for some months, and then
sought to put it on piece work without consulting the
Rate Committee, the Trade Board holds the order was an
improper one and the suspension was an improper sus-
pension.

The Trade Board directs that Bass be reinstated
with back pay for time lost.

James Mullenbach.

Case 863. Nov. 10, 1919

It appeared after hearing the evidence that some work of this character came into the section and on protest by other persons was placed on hour work, and that work of this kind seems to have been done by the hour workers in the section, up to the time the company attempted to apply the disputed application.

Under the circumstances, i.e. when the company has had the work done on hour work for some time, and then sought to put it on piece work without consulting the rate committee, the Trade Board holds the order was an improper one and the suspension was an improper punishment.

The Trade Board directs that there be reinstatement with back pay for time lost.

James Hollenbach

To the best of my knowledge, the company has paid up to the date of my knowledge the balance due to the workers of the section, and I have no doubt that the company will pay the balance due to the workers of the section.

24/11/19
November 12, 1919.

PETITION TO THE TRADE BOARD

The company petitions the Trade Board to take such action as will prevent the recurrence of an unauthorized absence from work in all the shops of the company during part of the day on November 11th. On this day, beginning at eleven o'clock quite a number of persons left their places without permission of the company or even without previous notice and remained away for the rest of the day. In some shops this amounted to as many as one-half the force. The company were given no notice whatever by the Union or by individuals of this abandonment of work.

According to its understanding of the agreement, the right to determine a holiday remains in the company and may not be usurped by any group of people. The company has undertaken no discipline in these cases but will ask the Trade Board to take appropriate action.

E. D. HOWARD.

10/12

November 12, 1910

PETITION TO THE TRADE BOARD

The company petitions the
Trade Board to take such action as will prevent the
recurrence of an unauthorized absence from work in all
the shops of the company during part of the day on
November 11th. On this day, beginning at eleven o'clock
quite a number of persons left their places without per-
mission of the company or even without previous notice
and remained away for the rest of the day. In some
shops this amounted to as many as one-half the force.
The company was given no notice whatever by the Union
or by individuals of this abandonment of work.
According to the agreement
one of the agreements, the right to determine which
persons in the company and not to be present by any
group of persons. The company has no objection to this
in those cases but will ask the Trade Board to take
appropriate action.

E. D. HOWARD

Under this number are listed four complaints that arise from people waiting in the shop. The union asks that they be paid for time spent waiting in shop. The complaints are listed as follows:

1. Trimmers Factory G complain that they had to wait one hour on August 14th because coupons were not ready. The company admits there was a short delay but that meant no serious loss to trimmers as they got all the work coming in the shop.

2. Pocket makers, Factory J-4 complain they were moved and lost time. Disputed by company who claim that operators were offered other machines.

3. Sleeve pressers. Factory J-4 complain they lost one hour of time Saturday September 12th.

4. First basters Factory B-2 claim that they were kept waiting over an hour because they were required to work overtime on Monday evening and consequently had to wait for work Tuesday morning (one hour).

The Trade Board did not go into the merit of these various complaints as the amount of time in each case appeared to be small and the plea of the people that they be paid for time lost could not be allowed under a ruling of the board of arbitration. Besides, some of these complaints were two or three months old and there would be considerable difficulty determining the facts at this distance of time.

While the Trade Board thought therefore that it would be inadvisable to go into those cases, it desires to call attention to the distinct advantage of avoiding waiting in the shops. It ought to be a special care of the management that waiting for work be reduced as much as possible. The Trade Board does not wish to resort to fines on the manager for oversight or neglect even tho this remedy is supplied by the ruling of the Board of Arbitration. At the same time, the Trade Board recognizes that in such a complicated process as is involved in the highly organized character of the work, it may be impossible at times for any to foresee and estimate the amount of work coming thru, so that there will occasionally be some waiting, doubtless. But the number of occasions should be kept as low as possible.

James Mullenbach.

Under this number are listed four complaints that arise from people waiting in the shop. The union asks that they be paid for time spent waiting in shop. The complaints are listed as follows:

1. Trimmers Factory 6 complain that they had to wait one hour on August 14th because coupons were not ready. The company admits there was a short delay but that means no serious loss to trimmers as they got all the work done in the shop.

2. Pocket makers, Factory 1-4 complain they were moved and lost time. Disputed by company, the claim that operators were offered other machines.

3. Sleeve processors, Factory 1-4 complain they lost one hour of time Saturday September 14th.

4. First buttoners Factory 1-4 claim that they were kept waiting over an hour because they were required to work overtime on Monday evening and consequently had to wait for work Tuesday morning (one hour).

The Trade Board did not go into the merit of these various complaints as the amount of time in each case appeared to be small and the plea of the people that they be paid for time lost could not be allowed under a ruling of the board of arbitration. Besides, some of these complaints were two or three months old and there would be considerable difficulty determining the facts at this distance of time.

While the Trade Board thought there was that it would be inadvisable to go into these cases, it desired to call attention to the distinct advantage of avoiding waiting in the shop. It ought to be a special case of the management that waiting or work be reduced as much as possible. The Trade Board does not wish to revert to times on the managers for oversight or neglect when the time really is regulated by the ruling of the board of arbitration. At the same time, the Trade Board recognizes that in such a complicated process as is involved in the highly organized character of the work, it may be impossible at times for any to foresee and anticipate the amount of work coming that so that there will occasionally be some waiting. However, the number of complaints should be kept as low as possible.

James H. H. H.

12/1/19

Case #866

The union in behalf of pants pressers in Shop 5 complains that work which has hitherto been given the pressers is now done by recently hired employees.

The facts are admitted. Up to two or three weeks ago the off pressers on knickerbockers was done by regular pressers on hour work. The company then hired a presser and later another to do this work.

The union now contends that the company has no right to hire these pressers while regular pressers are available.

The company contends that inasmuch as the work is hour work they may hire whomsoever they wish to do this work and are not required to give it to the pressers on regular trousers. They also point out that while the work is now done on same floor the knickerbockers really belong to Shop 6 which was organized for this production.

The union points out that there is not sufficient work for the regular pressers and that if any additional pressing is to be done it should be done by regular pressers, irrespective of the place where the work is done.

The regular production of shop 5 is now about 1500 to 1600 trousers while Shop 6 is now turning out about 200 to 250 a day. The pressers in 5 are capable of turning out 2200 to 2400 trousers so that there are pressers available for the knickerbockers.

Under the circumstances the Trade Board finds that the contention of the people is served and in accordance with the provisions of the agreement relating to equal division of work and overcrowded sections, directs that the pressing on the knickerbockers be given again to the regular pressers as had been done until some two or three weeks ago.

James Mullenbach.

12/1/50

Case 4888

The union in behalf of grade process in this
complaint that work which has been given
the process is now done by recently hired employees.

The facts are admitted. Up to ten or fifteen weeks
ago the off process on subcontract was done by regular
process on hour work. The company then hired a process
and later another to do this work.

The union now contends that the company has no
right to hire those process while regular process
are available.

The company contends that inasmuch as the work
is hour work they may hire whenever they wish to do this
work and are not required to give it to the process
on regular process. They also point out that while
the work is now done on some floor the subcontractors
regularly being to shop a which was organized for this
protection.

The union points out that there is an additional
work for the regular process and that in any additional
process is to be done it should be done by regular
process, irrespective of the place where the work is
done.

The regular protection of shop is in not about
1000 to 1500 process while shop is not running and
about 500 to 700 a day. The process in 5 are available
of turning out 1000 to 1500 process so that there are
process available for the subcontractors.

Under the circumstances the union feels that
and the contention of the people in union and in an-
currence with the position of the management relative
to equal division of work and opportunity should be
directed that the company in the subcontracting be given
again to the regular process as has been done until
some day or three weeks ago.

It is respectfully

TRADE BOARD CASE # 35

CHICAGO KAHN BROS.

Decided December 9, 1919.

The firm represented by Mr. Price, the Amalgamated by Mr. Willner.

A coat to be manufactured for the new season involves work for which there have been no piece rates. The firm and the union deputy being unable to agree upon the prices for a ticket (outside) pocket, lap seams, a hook vent, double stitches on pockets, and darts, the matter was referred to the Trade Board. The Chairman has fixed the following prices, which have been accepted by the parties in interest:

- For (1) the ticket pockets, $7\frac{1}{2}$ cents, (or 6 cents extra with the inside cash pocket omitted);
- (2) Lap seams, 3 cents;
- (3) Hook vent, $2\frac{1}{2}$ cents;
- (4) Double stitching on pockets, $1\frac{1}{2}$ cents;
- (5) Darts, $1\frac{1}{2}$ cents.

(Signed) H. A. Millis

Chairman

(New Work)

CHICAGO KANSAS FREE

THAT BOARD CASE 4 32

October 2, 1919.

The time represented by Mr. Price, the Assignment by Mr. William.

A bond to be assigned for the new season involves work for which to be made as a piece of work. The time and the union being being made to give upon the piece for a piece (several) pieces. In some, a bond, about 100 pieces on board, and about 100 pieces on board. The O'Brien was like the matter was referred to the Board. The O'Brien was like the following pieces, which have been accepted by the parties in interest.

For (1) the first piece, 75 cents, (or 5 cents each with the inside each piece delivered).

(2) For second, 3 cents.

(3) For third, 2 1/2 cents.

(4) For the fourth on board, 1 1/2 cents.

(5) For the fifth, 1 1/2 cents.

(Signed) W. A. Miller

CHICAGO

(100 cents)

TRADE BOARD CASE # 36.

SCOTCH WOOLEN MILLS

Decided December 18, 1919.

The firm represented by Mr. Joseph and Mr. Hotchkiss, the workers by Mr. Sax.

The essential facts in this case are as follows: The first of July a price of 19¢ per coat was agreed upon for offpressing, it being agreed that forty coats would be a standard day's work. This standard, however, was not enforced or observed and most of the offpressers pressed a much larger number than forty coats and made correspondingly high earnings. Naturally the quality of the work deteriorated and the firm complained and for a time has exacted better work. It has been agreed by the parties in interest that thirty coats should be a maximum, but they have been unable to agree upon a price for the new quality of work to be done. The firm contends that a change of twenty-five per cent has been made in the standard and that the price should be increased just enough to offset this. The workers, on the other hand, contend that the standard of forty was never an effective standard and that the 19¢ price was satisfactory to them because they at all times could offpress more than forty coats, and, further, that the firm's offer would give them less in earnings than they are entitled to. Being unable to agree, the parties in interest have asked the Trade Board to establish a price.

The Trade Board feels, in view of all the circumstances, that the price should be fixed so as to equalize the earnings of the men offpressing thirty coats to the level of the market. This calls for a price of 27 cents per coat. Hence the Board establishes this price, it being agreed by the parties that thirty coats per day shall be a maximum.

It has been agreed by the parties in interest that the price established shall be effective as of December 1, so that back pay is to be given from that date.

(Signed) H. A. Millis

Chairman.

(Quality of work, change in and prices)

STOCK EXCHANGE

TRADE BOARD CASE 7-3

December 12, 1917

The time represented by Mr. Joseph and Mr. Holbrook, the witnesses
Mr. Sax.

The essential facts in this case are as follows: The first of July a
price of 15¢ per cent was agreed upon for the purpose of being agreed that
forty cents would be a standard day's work. This standard, however, was
not entered or observed and most of the witnesses showed a much larger
number than forty cents and most correspondingly high wages. Naturally
the quality of the work deteriorated and the time consumed and for a time
was expected better work. It has been agreed by the parties in interest that
thirty cents should be a standard, but they have been unable to agree upon a
price for the new quality of work to be done. The time consumed and a
change of twenty-five per cent has been made in the standard and that the
price should be increased just enough to offset this. The workers, on the
other hand, contend that the standard of forty was never an effective stand-
ard and that the 15¢ price was satisfactory to them because they at all times
could obtain more than forty cents and, further, that the firm's offer
would give them more in earnings than they are entitled to. Being unable
to agree, the parties in interest have asked the Trade Board to establish
a price.

The Trade Board feels, in view of all the circumstances, that the price
should be fixed so as to equate the earnings of the men collectively with
cents to the level of the market. This will fix a price at 15¢ per cent
cost. Hence the Board established this price, it being agreed by the parties
that thirty cents per day shall be a standard.

It has been agreed by the parties in interest that the price established
shall be effective on or before December 1, so that each day is to be given from
that date.

(Signed) H. A. Miller

Chairman

(Quality of work, change in price)

Difficult
Prof Tufts
Dean Howard

Case 872.

12/18/19

Petition by company for discipline of trimmers who attempted to influence M. Getman to limit his output.

Getman had been sent to work at Hart Schaffner & Marx on an o.k. card from the union. He worked one half day and claimed he was bothered by many of the trimmers who cautioned him against working too fast. In the presence of the Trade Board he identified two of these men, Iwicki and Alberts. Iwicki denied that he had advised Getman he was working too fast but admitted he had spoken to him only to give him a pointer as to how he should operate the cutting machine. Getman agreed that Iwicki had advised him about the machine. Alberts was unable to recall whether he had advised the man not to work fast or not, and was generally uncertain in his testimony about occurrences in dispute.

After hearing testimony the Trade Board is of the opinion that the weight of evidence warrants the finding of Alberts guilty of attempting to influence Getman to restrict output, and directs that he be discharged at close of work December 18, 1919.

As for Iwicki, while his action in getting under the table to fasten a clamp on section of canvas when Trade Board came on the floor was suspicious, the Trade Board is willing to give him the benefit of the doubt and takes no action in his case.

James Mullenbach.

at
JB

12/18/19

Case 872.

Petition by company for discipline of trimmers who attempted to influence M. Getman to limit his output.

Getman had been sent to work at Hart Schaffner & Marx on an O.K. card from the union. He worked one half day and claimed he was bothered by many of the trimmers who cautioned him against working too fast. In the presence of the Trade Board he identified two of these men, Twicki and Alberta. Twicki denied that he had advised Getman he was working too fast but admitted he had spoken to him only to give him a pointer as to how he should operate the cutting machine. Getman agreed that Twicki had advised him about the machine. Alberta was unable to recall whether he had advised the man not to work fast or not, and was generally uncertain in his testimony about occurrences in dispute.

After hearing testimony the Trade Board is of the opinion that the weight of evidence warrants the finding of Alberta guilty of attempting to influence Getman to restrict output, and directs that he be discharged at close of work December 18, 1919.

As for Twicki, while his action in getting under the table to fasten a clamp on section of canvas when Trade Board came on the floor was suspicious, the Trade Board is willing to give him the benefit of the doubt and takes no action in his case.

James Mullerbach.

*Review -
Mittels
Feb 6, 1925*

12/20/19

Case #875

Petition by union for reinstatement of Lawrence Gerhardt, a discharged inspector-tailor.

At the outset of the hearing the Union contended that Gerhardt was not an inspector-tailor but should be classified as a bushelman inasmuch as he was required to do bushelling and much more bushelling during the last two or three weeks.

The company contended that some bushelling had always been done by the inspector-tailors and they were requiring from Gerhardt only the usual amount of bushelling required of all inspectors.

After taking some evidence the Trade Board decided that Gerhardt should have a hearing, but as an inspector-tailor and that if the Union wished to complain against some of the bushelling by inspector-tailors the matter should be taken up with the Board of Arbitration so as to secure better definition of inspector-tailors, if that seemed necessary to the Board.

The Union contended that Gerhardt had been discharged without due cause and without any suspension.

The company contended that he had been discharged for poor work both as to the quality and amount of his examinations.

The Union presented ~~that~~ evidence that Gerhardt had been employed by the company some three years, first as tailor Factory II, and since last August as an inspector-tailor in Factory J; that recently the chief inspector had criticized his work continuously so much so that he finally complained to Mr. Rabin, head of the inspection department; that after this interview he was given a raise of \$2.00, which brought him to the general standard of the section; that he was discharged without any explanation, being simply told by the chief inspector in J at the close of work one day that his time was in the office. The Union further sets forth that some two weeks ago, a meeting of the inspector-tailors was held at which Gerhardt acted as spokesman. The meeting was held to see if the Union could not provide more efficient protection for the inspector-tailors.

The company presented evidence of Mr. Rabin that the chief inspector of J complained repeatedly of this man's work; that he himself had spoken to the man in J about his work (this is denied by Gerhardt); that finally on complaint of chief inspector in J he had advised him to let him out, which was done. On the day he was discharged his work had been bad as he had passed coats that should have been bushelled either by himself or the regular bushelman; and that he had been told that he could not be kept if he did such work; that that evening he was let go and it was assumed that he knew, after the repeated admonition

from the chief inspector why he was let out. Mr. Rabin denies that he knew of any meeting of the inspectors or that Gerhardt was then spokesman until it was brought out at this hearing; that neither he nor the chief inspector in J had ever had any conversation about the matter.

Under the rulings of the Board of Arbitration the company has been given a measurably free hand in the matter of discharges and the Trade Board is especially instructed to exercise particular care in revoking any discharge from this section, and to give regard only to check capricious and discriminatory action by the company.

In the present instance the Trade Board finds that there is no evidence of capricious or discriminatory action to warrant a revoking of the discharge.

The evidence for discrimination is quite inconclusive. There is nothing to show that the company knew of the meeting or Gerhardt's activity in connection with it, or that the discharge had any relation to it. The evidence further shows that Gerhardt's work has been frequently complained of and that after the repeated warnings and cautions his discharge cannot be regarded as arbitrary or capricious.

The Trade Board, therefore, can find no ground for reversing the action of the company and it is ordered to stand.

James Mullenbach.

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denies that he knew of any meeting of the inspectors or
that Gerhardt was then spokesman until it was brought
out at this hearing; that neither he nor the chief in-
spector in 1 had ever had any conversation about the matter.

Under the rulings of the Board of Arbitration the
company has been given a reasonably free hand in the matter
of discharges and the Trade Board is especially instructed
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this section, and to give regard only to check certificates
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There is nothing to show that the company knew of the meeting
or Gerhardt's activity in connection with it, or that the
discharge had any relation to it. The evidence further
shows that Gerhardt's work has been frequently complained
of and that after the repeated warnings and cautions his
discharge cannot be regarded as arbitrary or capricious.

The Trade Board, therefore, can find no ground for
reversing the action of the company and it is ordered so
stand.

James H. H. H.

12/22/19

Case #876

Petition by Union for reinstatement
of M. Levine, a cutter.

Levine was suspended and discharged for
use of improper language.

After hearing the evidence the Trade Board
directs that he be reinstated to begin work
Tuesday morning, December 23rd. Levine is to
lose pay during period of suspension, and has
apologized to Mr. Hoyt. It is expected that
the apology and loss of time will set sufficient
disapproval upon improper language in the cutting
room.

James Mullenbach.

12/22/19

Case #878

Petition by Union for reinstatement

of M. Levine, a member.

Levine was suspended and discharged for

use of improper language.

After hearing the evidence the Trade Board

directs that he be reinstated to begin work

Thursday morning, December 23rd. Levine is to

lose pay during period of suspension, and has

apologized to Mr. Hoyt. It is expected at

the apology and loss of time will not sufficient

disapproval upon improper language in the meeting

room.

James Milneson.

TRADE BOARD CASE # 39.

KUPPENHEIMER & COMPANY

Decided December 23, 1919.

Firm represented by Mr. Todd and Mr. Wagenet, the Union by Mr. Isowitz.

Complaint by Union that Mr. Capute, an edge-stitcher employed by this firm, had been discharged without cause; request that he be reinstated with pay for time lost.

The hearing on this case developed the fact that Capute had been discharged for poor quality of work, and some coats were exhibited in support of the firm's position. It was found, however, that certain needed facts had not been ascertained by joint investigation - which, unfortunately, had not been made, and the Trade Board requested that the representatives should investigate and submit these facts.

When made the investigation showed extenuating circumstances and the parties in interest agreed that the worker should be reinstated at once, but without pay for the time lost. The Trade Board approves this joint recommendation.

(Signed) H. A. Millis

Chairman

(Discipline of workers; poor work)

WILLIAMSON & COMPANY

TRADE BOARD CASE # 30

Dated December 22, 1913

This report is by Mr. Todd and Mr. Rogers, the Union by Mr. Roberts.

On January 17, 1913, the Union sent Mr. Roberts, an experienced employee of this firm, and two discharged workers, to investigate the matter. They were instructed to pay for this loss.

The finding on this case developed the fact that Roberts had been discharged for poor quality of work, and some boxes were exhibited in support of this position. It was found, however, that certain boxes had not been inspected by John Williamson, a reliable employee, and that some boxes, and the Trade Board reported that the investigation should be made, and some boxes taken.

Then note the investigation showed extensive differences and the parties in interest agreed that the worker should be reinstated at once, and without pay for the time lost. The Trade Board approved this plan.

(Signed) M. A. Williams

Witness

(Institution of workers' board)

Case #879. 12/23/19

Petition of people for reinstatement of John Bolot,
a pocket maker, Factory C-3.

Bolot was suspended and discharged for refusal to
divide a large lot.

The suspension raises the issue as to what the practice
has been in Factory C and the weight of the evidence appears
to favor the contention of the people that lots above 25
were divided by the section head.

The Trade Board directs that Bolot be reinstated with
back pay for time lost during period of suspension.

James Mullenbach.

Case 4873. 12/23/19

Petition of people for reinstatement of John Bolot,

a pocket maker, Factory O-8.

Bolot was suspended and discharged for refusal to

divide a large lot.

The suspension raises the issue as to what the practice
has been in Factory O and the weight of the evidence appears
to favor the contention of the people that lots above 25
were divided by the section head.

The Trade Board directs that Bolot be reinstated with

back pay for time lost during period of suspension.

James Millenbach.

TRADE BOARD CASE # 40.

KINGSBAKER & COMPANY

Decided December 24, 1919.

The Union represented by Mr. Wilner, the firm by Mr. Purkhiser.

Complaint by the Union that Max Oponovsky, a pocketmaker employed by Kingsbaker & Company, had been discharged without cause; request for reinstatement with pay for time lost.

The evidence shows that while the firm had accepted the advice of its labor manager that during the slack season the available work should be equally divided among the union men in its employ, the foreman had laid off this worker under such circumstances it amounted to a discharge. This having occurred, the firm permitted the case to come to the Trade Board so as to obtain a ruling with reference to its right to discharge men not needed to do the work in hand.

The Union maintains that this worker had been discharged in violation of a clause in the agreement reading as follows: "During the slack season, if any, the work shall be divided as nearly as is practicable among all employees".

The firm contends, on the other hand, that under another section of the agreement it has a right to discharge union men whenever necessary, provided that any non-union men are laid off first. The section referred to reads as follows: "Should it at any time become necessary to reduce the number of employees, the first ones to be dismissed shall be those who are not members of the Union". The firm contends, moreover, that it is judge of when a situation makes it "necessary" to discharge a worker or workers. It contends, finally, that a reduction of the number in the section here involved was "necessary" in order to prevent the workers (all on week work) from "going slow" and thus keeping themselves in full employment.

The evidence in this case shows that this man was not discharged for "cause", but merely because the number of pocketmakers was larger than needed to do the work available during the slack season. The Board rules that one section of the agreement provides explicitly as to how such situations shall be met - "During the slack season --- the work shall be divided as nearly as is practicable among all employees". The particular problem here involved being covered fully and explicitly by this provision, other and more general provisions of the agreement do not apply. With reference to the contention that if all are retained, the workers may then "go slow" to keep themselves in full employment, the Board merely points to the fact that the firm would in such an event have ground for a complaint of restriction of output and could ask for appropriate action.

This ruling does not mean that a firm may not seek to remove from its pay-roll workers not needed during the slack season. It may quite properly seek through the Union to have those not needed placed in jobs elsewhere. If such an effort fails, however, the available work is to be divided as indicated above.

Decision December 24, 1918.

The Union represented by Mr. Wilson, has filed by Mr. Patterson.

Complaint by the Union that Max Gorenovsky, a postmaster employed by Kingman & Company, has been discriminated against; request for reinstatement with pay for time lost.

The evidence shows that while the firm had accepted the status of the labor manager during the black season the available work should be equally divided among the union men in the employ of the firm and held all this worker under such circumstances it amounted to a discrimination. This has occurred, and the petitioned the Board to order the firm to pay to the Board as to obtain a ruling with reference to the right to discharge men not needed to do the work in hand.

The Union maintains that the work was not discharged in violation of a clause in the agreement which provided as follows: "During the black season, if any, the work shall be divided as nearly as is practicable among all employees."

The firm contends, on the other hand, that under another section of the agreement it has a right to discharge when and whenever necessary, provided that any non-union men are laid off first. The section referred to reads as follows: "Should it at any time become necessary to reduce the number of employees, the first ones to be dismissed shall be those who are not members of the Union." The firm contends, however, that it is in the right to discharge when it makes its "necessity" to discharge a worker or workers. It contends, further, that a restriction of the number in the section does not involve any "loss" in order to prevent the workers (all on work) from "going along" and then keeping themselves in full employment.

The evidence in this case shows that this man was not discharged for "cause," but merely because the number of postmasters was larger than needed to do the work available during the black season. The Board rules that the section of the agreement provided explicitly as to how such situations shall be met - "During the black season -- the work shall be divided as nearly as is practicable among all employees." The particular problem here involved being covered fully and explicitly by this provision, other and more general provisions of the agreement do not apply. "It is a reference to the contention that it is not intended the workers may then 'go along' to keep themselves in full employment, the Board merely points to the fact that the law would in such an event have provided for a complaint of restriction of output and could not for appropriate action.

This ruling does not mean that a firm may not seek to remove from the pay-roll workers not needed during the black season. It may do so properly, each through the Union to have those not needed placed in some alternative work or effort later, however, the available work is to be divided as indicated above.

TRADE BOARD CASE # 40 (continued)

The Board orders that this pocketmaker shall be reinstated. It does not order that he be paid for the time lost since December 16. Inasmuch as this worker or some other would have lost time anyway, justice seems to require merely that he be reinstated and from this time onward shall be allowed to get his proper share of the work from the time he was discharged.

(Signed) H. A. Millis.

Chairman

("Division of work"; "lay-off")

The Board orders that this bookkeeper shall be reinstated. It does not order that he be paid for the time lost since December 16, 1933, as this matter or some other would have lost time anyway. Justice seems to require merely that he be reinstated and from this time onward shall be allowed to get his proper share of the work from the time he was discharged.

(Signed) H. A. Miller

The Board orders that this bookkeeper shall be reinstated. It does not order that he be paid for the time lost since December 16, 1933, as this matter or some other would have lost time anyway. Justice seems to require merely that he be reinstated and from this time onward shall be allowed to get his proper share of the work from the time he was discharged.

(Signed) H. A. Miller

Chairman

("Division of work" "lay-off")

The Board orders that this bookkeeper shall be reinstated. It does not order that he be paid for the time lost since December 16, 1933, as this matter or some other would have lost time anyway. Justice seems to require merely that he be reinstated and from this time onward shall be allowed to get his proper share of the work from the time he was discharged.

(Signed) H. A. Miller

Chairman

("Division of work" "lay-off")

Decided December 31, 1919.

The firm represented by Mr. Corcoran, the Amalgamated by Mr. Levin and Mr. Sax.

The firm complains that Maurice Grubert has exceeded his authority as shop chairman and requests that he be disciplined.

This case grows out of the Union election recently held. It appears that certain union officials, in order that the largest possible vote should be brought out, decided to ask the manufacturers to dismiss their employees at certain times so that they might go to the voting places near at hand and vote with the least inconvenience and delay. Mr. Grubert was told at the Union office that the employees of the International Tailoring Company should be allowed to go to the voting place at eleven o'clock - Thursday morning - the next day. The following morning, being unable to find the Labor Manager, the shop chairman went to the Manager with a request that the employees be dismissed at eleven instead of at twelve - the usual lunch hour. The Manager objected to the loss of an hour's production when overtime work was necessary and asked if a half hour would not be sufficient. This was acceptable to the shop chairman, and the Manager told him that he would communicate with other houses to see what they were doing and would then let him know his decision. Later - about eleven o'clock - the shop chairman saw the Labor Manager. There is some difference in statement as to what transpired, but at the conclusion of the conference the Labor Manager said that the employees might go at 11:45 and not earlier. This was not satisfactory to the shop chairman who insisted that they must be dismissed at 11:30. When he arrived on his floor at just 11:30 the shop chairman found some of the employees on the point of leaving, and, in the absence of the foreman, rang the bell and all left their work.

The Trade Board finds that the shop chairman exceeded his authority in ringing the bell and dismissing the workers. He is reprimanded for this act. The Union asked for the cooperation of the firm in meeting a problem growing out of the election, and when this firm was unwilling to grant all that was asked, it was wrong in the shop chairman, even though other firms may have granted all that was asked, to take the matter into his own hands.

The Trade Board feels that the matter of the election might have been handled in such a manner that this trouble at the International would have been avoided. Feeling so, the Trade Board makes a suggestion with reference to the arrangements for elections if it should again be necessary for the workers to vote during working hours.

Decided December 31, 1919.

The firm represented by Mr. Gorman, the Amalgamated by Mr. Davis and Mr. Sax.

The firm complains that Maurice Gorman has exceeded his authority as shop chairman and requests that he be disciplined.

This case grows out of the Union election recently held. It appears that certain union officials, in order that the largest possible vote should be brought out, decided to ask the manufacturers to dismiss their employees at certain times so that they might go to the voting place near at hand and vote with the least inconvenience and delay. Mr. Gorman was told at the Union office that the employees of the International Tailoring Company should be allowed to go to the voting place at eleven o'clock - Thursday morning - the next day. The following morning, being unable to find the Labor Manager, the shop chairman went to the Manager with a request that the employees be dismissed at eleven instead of at twelve - the usual lunch hour. The Manager objected to the loss of an hour's production when overtime work was necessary and asked if a half hour would not be sufficient. This was accepted by the shop chairman, and the Manager told him that he would communicate with other houses to see what they were doing and would then let him know his decision. Later - about eleven o'clock - the shop chairman saw the Labor Manager. There is some difference in statement as to what transpired, but at the conclusion of the conference the Labor Manager said that the employees might go at 11:45 and not earlier. This was not satisfactory to the shop chairman who insisted that they must be dismissed at 11:30. When he arrived on his floor at just 11:30 the shop chairman found some of the employees on the point of leaving, and in the absence of the foreman, rang the bell and all left their work.

The Trade Board finds that the shop chairman exceeded his authority in ringing the bell and dismissing the workers. He is recommended for this act. The Union asked for the cooperation of the firm in meeting a problem growing out of the election, and when this firm was unwilling to grant all that was asked, it was wrong in the shop chairman, even though other firms may have granted all that was asked, to take the matter into his own hands.

The Trade Board feels that the matter of the election might have been handled in such a manner that this trouble at the International would have been avoided. Feeling so, the Trade Board makes a suggestion with reference to the arrangements for elections in it should again be necessary for the workers to vote during working hours.

TRADE BOARD CASE # 38 - continued.

Manufacturers as well as the Union are interested in having the largest possible vote cast by the members of the Amalgamated, for the larger the vote the greater the power of the deputies elected in maintaining discipline. But the manufacturers are also interested in filling their orders without delay, and in so far as possible in getting their work done without paying overtime rates. In the interest of all, it is suggested that if it is desired that workers should vote in working hours, steps should be taken toward perfecting arrangements considerably in advance of election day. The Union should lay its problem before the associations with which it has agreements, with a schedule to cover the cessation of work in order that its members may vote. If this is done it will then be possible to make necessary re-adjustments and to decide all details by negotiation under favorable circumstances.

(Signed) H. A. Millis

Chairman

("Shop chairman" - "Discipline of", and "Rights of".)

