

January 2, 1920.

When the time arrived for hearing a complaint filed by the Union against Lamm & Company, the representatives entered into an agreement and asked the chairman to record it as follows:

The workers of this firm shall be paid for legal holidays according to the following rule:

- 1) Such employees as have been employed by the firm for less than two weeks immediately preceding a legal holiday shall not be entitled to pay;
- 2) Such employees as have been employed for two weeks or more immediately preceding a legal holiday but do not work both the day before and the day following such holiday shall not be entitled to pay;
- 3) All other employees, whether on week work or on piece work, shall be entitled to pay for legal holidays.

The above rule is retroactive to and including Labor Day, September 1, 1919.

This agreement was entered into between Messrs. J. Conley and W. E. Hotchkiss for the firm, and Messrs. Levin, Sax and Rothbart for the Amalgamated.

(Signed) H. A. Millis

Chairman

("Holiday work")

January 2, 1930

When the time arrived for hearing a complaint filed by the Union against the company, the representatives entered into an agreement and asked the chairman to record it as follows:

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to the following rules:

- 1) Such employees as have been employed by the firm for less than two weeks immediately preceding a legal holiday shall not be entitled to pay;
- 2) Such employees as have been employed for two weeks or more immediately preceding a legal holiday but do not work both the day before and the day following such holiday shall not be entitled to pay;
- 3) All other employees, whether or not work on or place work, shall be entitled to pay for legal holidays.

The above rule is retroactive to and including Labor Day, September 1,

1919.

This agreement was entered into between Messrs. J. Conkey and F. E. Hotchkiss for the firm, and Messrs. Lewis, Sax and Reinhardt for the Amalgamated.

(Signed) H. A. Willis

Chairman

("Holiday work")

#885

1/2/20

This case comes before the Trade Board in the following communication:

Professor Howard. Mr. Mullenbach.

I wish to enter charges against William Weltman, chairman of Factory A, pay roll number 5162.

We are charging him with erasing the register number from the coupons. We claim that this was done with the definite intention of preventing the detection of the use of lost coupons.

I am attaching his book covering work for the week ending November 14th. Coupons in question will be found on the first page, Numbers 5, 6, and 7, respectively.

Browne

Nov. 22, 1919.

The company presented the book containing the coupons and it was evident that the register numbers had been mutilated by erasure.

Mr. Weltman stated that he had not erased the numbers and explained that he might have received the coupons in question from some of the other workers as they divided the work among themselves.

After the presentation of evidence and arguments the Trade Board ruled that the company will not be required hereafter to pay for torn or mutilated coupons. Any alteration of the lot number, the register number or the price will make the coupon void. If coupon is imperfect, or is accidentally torn or altered, it can be presented for correction the same as if coupon were missing and substitute issued.

James Mullenbach.

1940

1940

This case comes before the Board in the following circumstances:

Professor Howard, Mr. Williams,

I wish to enter charges against William Williams, Chairman of Faculty A, pay roll number 1111.

We are charging him with stealing the register number from the company. We claim that this was done with the definite intention of preventing the action of the use of lost coupons.

I am attaching his book covering work for the week ending November 1940. Coupon transactions will be found on the first page, numbers 1, 2, and 3, respectively.

Brown

Nov. 20, 1940

The company presented the book containing the coupons and it was evident that the register numbers had been mutilated by erasure.

Mr. Williams stated that he had not erased the coupons and explained that he had been assigned the coupons to examine the rate of the coupon register as they divided the work among themselves. After the presentation of the coupons and register the Board ruled that the company will not be required hereafter to pay a coupon or register number any alteration of the coupon register. The register will be the property of the company and it is required that the coupon register be kept in the company and not be loaned or given to anyone else. It is required that the coupon register be kept in the company and not be loaned or given to anyone else.

James Williams

#886

1/3/30

This case comes to the Trade Board in the following communication:

Professor Howard
Mr. Hullenbach
Mr. Kaminsky

I wish to enter charges against the off pressing and collar making sections in Factory A-2.

Some one of these sections threw a coat hanger at a representative of the Accounting Department who was located in this shop for the purpose of Cost Control.

We are of the opinion that the assistant chairman of this shop knows who threw the hanger.

Brown.

November 22, 1929.

It appeared that the individual who threw the hanger was not known and no specific action could be taken. It also appeared that the union had called a meeting and reprimanded the section and cautioned them against action of this kind. It was generally agreed that this was about as much as could be done under the circumstances.

James Hullenbach.

This case is to be heard in the Court of Appeals.

Respectfully,
The Attorney General

I wish to make certain points in this case. The first point is that the Government has failed to prove its case. The second point is that the Government has failed to prove its case. The third point is that the Government has failed to prove its case.

In view of the fact that the Government has failed to prove its case, the Court should find in favor of the defendant.

Respectfully,
The Attorney General

It is requested that the Court find in favor of the defendant. The Government has failed to prove its case. The Court should find in favor of the defendant. The Government has failed to prove its case. The Court should find in favor of the defendant.

Very truly,
The Attorney General

#887. 1/3/20

This case comes to the Trade Board in the following statement:

December 18, 1919.

Petition to the Trade Board:

Yesterday, several boys in the undercollar section in the trimming room left their position without notice. Boys have been hired in their places but find their positions very difficult because of annoyances of the trimmers surrounding them. There is every reason to believe that these annoyances are part of a deliberate act of the Union because the undercollar boys are members of the Union. The effect of these actions is to discourage boys from doing this work and eventually it will react upon all the workers who are depending upon this work. This policy of the union is directly contrary to the agreement and the company petitions the Trade Board to take such measures that will stop the violation.

E. D. Howard.

The weight of the evidence in the case showed that there had been some interference with new boys who had been hired, tho it was not possible to identify any of the individuals who had annoyed the new boys. Neither was there any evidence to connect the Union with the attempts to discourage the new boys.

Under the circumstances the Trade Board does not find any grounds for specific action but wishes to caution the trimmers against any interference with the new boys in the course of their work. Such interference is contrary to the agreement and where responsibility for it can be fixed action will be taken by Trade Board to discourage it.

The Trade Board further recommends that the question of the status of under collar section be referred to Board of Arbitration for purpose of classifying the rulings of the Board in regard to the undercollar sections.

James Mullenbach.

1/1/30

This case came to the Trade Board in the following statement:
December 12, 1919

Petition to the Trade Board:

Yesterday, several boys in the underwear section in the grinning room left their position without notice. Boys have been hired in their place but find their position very difficult because of awkwardness of the trousers surrounding them. There is every reason to believe that these awkwardness are part of a deliberate act of the Union because the underwear boys are members of the Union. The effect of these actions is to discourage boys from doing this work and eventually it will result upon all the workers who are depending upon this work. This policy of the Union is directly contrary to the agreement and the Company positions the Trade Board to take such measures that will stop the violation.

E. D. Howard.

The weight of the evidence in the case shows that there has been some interference with the boys who had been hired. It is not possible to identify any of the individuals who had hired the boys. The statement of the Company is that the boys were hired under the circumstances the Trade Board does not find any grounds for objecting to the hiring of the boys. The statement of the Union is that the boys were hired in the course of their work. Both statements are in reply to the agreement and the Trade Board is not to be taken by the Trade Board to discourage it.

The Trade Board further recommends that the question of the status of underwear section be referred to the Board of Arbitration for purpose of clarifying the rulings of the Board in regard to the underwear section.

James H. H. H.

#888 1/3/20

This case comes to the Trade Board in the following communication:

"The company petitions the Trade Board to discipline the following members of the pocket making section of Factory J-4 who left the building without a pass on December 28th at 2:50 p.m.

Philip Holman
Benj. Rosen
Isador Her
Nathan Rusinow
Nathan Anicholsky
Rubin Cohen
Anna Horovelsky
Mike Shotas
Sam Hiken
Tony Boredky
H. Horvick
Terese Bauer
Ben Sacky

Dec. 28, 1919

H. G. Foxton. "

The Union objected to the Trade Board considering this petition on two grounds: 1. That the right of discipline and discharge was lodged with the company by terms of the agreement (P. 13-14) and that the Trade Board is responsible only for reviewing acts of discipline and not of initiating discipline itself. 2. That the instances where discipline is directly administered by the Trade Board is restricted to Trade Board members and Union officials, and it was not the intention of the Board of Arbitration to make this procedure general.

The company pointed out that there was nothing unusual about the present petition; that trade board had dealt with other cases directly and that the number involved in present case were so large as to make it impractical to discipline the entire section.

Without going into the merit of the complaint itself, the Trade Board ruled ~~with~~ with the union in its contention that the initiative in matters of discipline rests with the company.

The Trade Board believes that for our Chicago situation it is advisable that the procedure of having the Trade Board review acts of discipline rather than initiate them be maintained clearly. That procedure has on the whole worked effectively and has advantages that review before discharge does not possess. In the interest of this general policy the Trade Board decided not to hear the petition.

James Hullenbach.

This case arose in the Trade Board in the following circumstances:

The company petitioned the Trade Board for dissolution on the following grounds: (1) That the company is unable to pay its debts; (2) That the company is unable to pay its debts; (3) That the company is unable to pay its debts.

- 1. That the company is unable to pay its debts;
- 2. That the company is unable to pay its debts;
- 3. That the company is unable to pay its debts;
- 4. That the company is unable to pay its debts;
- 5. That the company is unable to pay its debts;
- 6. That the company is unable to pay its debts;
- 7. That the company is unable to pay its debts;
- 8. That the company is unable to pay its debts;
- 9. That the company is unable to pay its debts;
- 10. That the company is unable to pay its debts;

And the Trade Board ordered that the company be dissolved.

The Trade Board ordered that the company be dissolved on the following grounds: (1) That the company is unable to pay its debts; (2) That the company is unable to pay its debts; (3) That the company is unable to pay its debts; (4) That the company is unable to pay its debts; (5) That the company is unable to pay its debts; (6) That the company is unable to pay its debts; (7) That the company is unable to pay its debts; (8) That the company is unable to pay its debts; (9) That the company is unable to pay its debts; (10) That the company is unable to pay its debts.

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And the Trade Board ordered that the company be dissolved on the following grounds: (1) That the company is unable to pay its debts; (2) That the company is unable to pay its debts; (3) That the company is unable to pay its debts; (4) That the company is unable to pay its debts; (5) That the company is unable to pay its debts; (6) That the company is unable to pay its debts; (7) That the company is unable to pay its debts; (8) That the company is unable to pay its debts; (9) That the company is unable to pay its debts; (10) That the company is unable to pay its debts.

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And the Trade Board ordered that the company be dissolved.

#889.

1/5/20

The Union in behalf of Victor Corda #4550, Factory J-4 complains that he did not get \$5.00 increase for week workers under award of July 9-19.

Corda was hired to trim pockets but was set at lapel marking at \$18.00 a week. When he complained about not getting the increase he was put on piece work and earned \$24.00, \$22.00, \$20.00 and \$18.00, a gradual decrease in earnings due according to the people to insufficient amount of work. He was five months with company but had quit about three weeks before the hearing November 11-19.

The company claimed he was inexperienced as a button or lapel marker and had to be taught the work, and, therefore by the terms of the award was not entitled to the increase.

The union sets forth the fact that he had worked for Rosenwald and Weil as an assistant foreman for six months and for Kuppenheimer & Company giving out vests and pairing in linings for six months; and contended that he was not therefore, an inexperienced worker in the sense intended by the award, as he had been employed in the industry a year or more.

In view of the facts in this case, the trade board is unable to find good grounds for allowing the claim. The man was inexperienced in the particular work he was doing even tho he had been employed in the industry for a year, and the Trade Board, therefore, does not allow the claim.

James Mullenbach.

1/2/30

1930

The Union in behalf of Victor Gordon, Secretary
of the United Brotherhood of Carpenters and Joiners of America
has requested that he be paid \$100.00 for his services
for the year ended at July 31st.

Comrade was hired to work for the Union but was not at last
paid at \$10.00 a week. When he complained about not
getting the money he was told to leave work and come
back at \$10.00, \$20.00 and \$30.00 a week. Comrade in
earnings due according to the people to investigate account
of work. He was told that he was not paid at all
for the year ended at July 31st.

The company claimed he was underemployed as a helper
or laborer and had to be taught the work and there-
fore by the terms of the award was not entitled to the
increase.

The Union sets forth the fact that he had worked for
Hornum and Well as an assistant foreman for six years
and for Kupperman & Company giving one year and twelve
in length for six months and contended that he was not
therefore an inexperienced worker in the same industry
by the award, as he had been employed in the industry
a year or more.

In view of the facts in this case, the Trade Board
is unable to find good grounds for allowing the claim.
The man was inexperienced in the particular work he was
doing even though he had been employed in the industry for
a year, and the Trade Board, therefore, does not allow the
claim.

#390

1/5/30

The Union in behalf of S. Caplan, a bolt maker,
Factory J.

This man was a bolt maker but was given opportunity to learn to make pockets at rate of \$30.00 a week. Part of the time he was receiving \$30.00 a week he was employed making flaps.

The Union contends that the bargain was an individual one. That Captain should have been paid on an hour rate basis on his piece-work rate.

The company objects to this as he was learning the pocket making as a substitute for bolt making where the work was diminishing.

The Trade Board rules that the agreement between Caplan and the company is to stand but that for the time he was employed on flap making he is to be paid at an hour rate based on his piece work earnings as a bolt maker.

JAMES MULLENBACH.

1945

The letter in behalf of the United States

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Case ~~XXXX~~ #393 Jan. 8, 1920.

Petition by Union in behalf of Becky Brandeis who was given a complaint slip while chairlady, and also was suspended altho her name was on the list of union officials furnished the company.

The facts are not denied and in that case the Trade Board orders the complaint and suspension cancelled, as discipline of union officials must be administered thru the Trade Board.

JAMES MULLENBACH.

Case No. 1000 - 1000 - 1000

Notwithstanding the fact that the
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officials furnished the company.
The fact was not denied and in fact the
Board ordered the company and suspended
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the fact of the fact was not denied and

JAMES H. HARRIS

Long Handed

#899

1/8/20.

Petition by union in behalf of certain sections in coat and pants shops where unusual heavy cloth is in work.

The company objects to consideration of this complaint in the ground that a variation in fabrics can not form a reasonable basis of complaint, as rates are set on the general run of goods, and if a differential were set for one kind of fabric it would inertably give use to innumerable and captious complaints and would destroy the efficiency of the shop operation.

The union points out that the presence of this weight of goods for coats and trousers is unusual, is causing a reduction in earnings and is ground for justifiable complaint; and further that in the cases of sleeve linings, (cambric and silk) and also in the case of certain texture of goods in tape sewing differentials have been set, and in one case confirmed by the Board of Arbitration.

After hearing the arguments the Trade Board rules that the grievance should be investigated by the Rate Committee to determine the merit of the complaint. While the Trade Board is impressed with the considerations urged by the company and believes the Rate Committee should be careful in its investigation and findings and, if possible, make some adjustment that would avoid the risks incurred in making a differential, if one should seem necessary, the Trade Board believes it is quite within its jurisdiction in directing the inquiry to be made. It is conceivable that an unusual weight or texture of cloth would affect the speed of the workers and might beyond what has hitherto been the shop ~~men~~ *men* variations and the effect of such unusual deviation from customary weights and textures would naturally be a subject for investigation, if complaint arose.

James Mullenbach.

*OK
JM*

Petition by union in behalf of certain sections in coat and pants shops where unusual heavy cloth is used.

The company objects to consideration of this complaint on the ground that a variation in fabric can not form a reasonable basis of complaint, as rates are set on the general run of goods, and if a differential were set for one kind of fabric it would inevitably give rise to numerous and capricious complaints and would destroy the efficiency of the shop operation.

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James H. Hildebrand.

899 Hart Schaffner & Marx

Complaint or Suggestion

Jan 11/6
Union Deputy

Received by

From

Complainant

Occupation

Factory

Statement:

A Certain heavy goods was sent in lately to shops to make up trunks & suit coats, which was always known to be over coats goods, is causing a loss in wages to our people. We therefore petition the Trade Board to investigate this complaint and act accordingly

Investigated by deputies:

Date _____

Disposition by chief deputy for Company:

Date _____

Placed on docket for Trade Board by chief deputies:

Hart Schaffner & Marx
Complaint or Suggestion

Union Deputy

Received by

Complainant

Occupation

Factory

Statement:

A certain heavy iron was
sent in lately to my
works up in town where
great, which was always known
to be a great good in
concerning a law in regard to
our people. We therefore
petitioned the Board
to investigate this complaint
and act accordingly.

Investigated by deputies:

Disposition by chief deputy for Company:

Placed on docket for Trade Board by chief deputies:

Date

Date

#899

1/8/20.

Petition by union in behalf of certain sections in coat and pants shops where unusual heavy cloth is in work.

The company objects to consideration of this complaint in the ground that a variation in fabrics can not form a reasonable basis of complaint, as rates are set on the general run of goods, and if a differential were set for one kind of fabric it would inertably give use to innumerable and captious complaints and would destroy the efficiency of the shop operation.

The union points out that the presence of this weight of goods for coats and trousers is unusual, is causing a reduction in earnings and is ground for justifiable complaint; and further that in the cases of sleeve linings, (cambric and silk) and also in the case of certain texture of goods in tape sewing differentials have been set, and in one case confirmed by the Board of Arbitration.

After hearing the arguments the Trade Board rules that the grievance should be investigated by the Rate Committee to determine the merit of the complaint. While the Trade Board is impressed with the considerations urged by the company and believes the Rate Committee should be careful in its investigation and findings and, if possible, make some adjustment that would avoid the risks incurred in making a differential, if one should seem necessary, the Trade Board believes it is quite within its jurisdiction in directing the inquiry to be made. It is conceivable that an unusual weight or texture of cloth would effect the speed of the workers and might beyond what has hitherto been the shop run variations and the effect of such unusual deviation from customary weights and textures would naturally be a subject for investigation, if complaint arose.

James Mullenbach.

*Appealed to Bd of Arb.
but appeal withdrawn.*

1/5/20. 4003

Petition by union in behalf of certain sections in coat and pants shops where unusual heavy cloth is in use.

The company objects to consideration of this complaint in the ground that a variation in fabric can not form a reasonable basis of complaint, as rates are set on the general run of goods, and if a differential were set for one kind of fabric it would inevitably give rise to innumerable and capricious complaints and would destroy the efficiency of the shop operation.

The union points out that the presence of this weight of goods for coats and trousers is unusual, is causing reduction in earnings and is ground for justifiable complaint; and further that in the case of sleeve linings, (cambric and silk) and also in the case of certain textures of goods in tape sewing differentials have been set, and in one case confirmed by the Board of Arbitration.

After hearing the arguments the Trade Board rules that the grievance should be investigated by the Labor Committee to determine the merit of the complaint. While the Trade Board is impressed with the considerations urged by the company and believes the Labor Committee should be careful in its investigation and findings and, if possible, make some adjustment that would avoid the risks incurred in making a differential, it can hardly deem necessary, the Trade Board believes it is quite within its jurisdiction to direct the inquiry to be made. It is contended that an unusual weight of fabric of cloth would affect the speed of the workers and might retard what has hitherto been the shop run variations and the effect of such unusual variation from ordinary weights and lengths would naturally be a subject for investigation, if complaint arose.

James Sullivan

Approved & Filed for
and approved with
1/5/20

#898

1/8/20.

Petition of union for reinstatement of Joe Feldman
Factory M.

Feldman was suspended and discharged for refusing
to take orders from service man.

The Trade Board finds that as a rush boy Feldman
is required to take orders from the service man, Arman,
and directs that Feldman be reinstated without back pay.

James Mullenbach.

#338 1/8/20.

Petition of union for reinstatement of Joe Feldman

Factory M.

Feldman was suspended and discharged for refusing

to take orders from service man.

The Trade Board finds that as a union boy Feldman

is required to take orders from the service man, Arman,

and directs that Feldman be reinstated without back pay.

James Mullerbach.

This case grew out of case No. 794 when a trimmer, Max Cohen was discharged for refusal to obey foreman's orders regarding a "split ticket".

The company petitions the Trade Board to issue an order directing trimmers before "splitting a ticket i.e. cutting a ticket by altering the lays as per instructions on the ticket, to consult the foreman before undertaking to alter the lays and to cut them according to the foreman's instructions.

The company contends that this had one time been the universal practice in the trimming room but that had fallen into some neglect by reason of the oversight and carelessness of foreman in O.K.ing tickets that had been "split" without his consent.

The company supported its contention by evidence as to the prevalence of the practice and the evidence showed that while the practice of obtaining a foreman's O.K. had one time been quite general it had suffered a lapse for about a year or two, tho it had been revived somewhat about 10 months ago.

The union contends that the order to secure foreman's consent before "splitting" a ticket is an innovation and has not been a practice at all anytime in the trimming room.

The union protests against the issuance of the order requested by the company on the ground that it is altering a permanent condition in the trimming room that was present when the last agreement was signed, and that to change this condition is to alter the terms of the agreement and take from the people some of their bargaining advantage. Further it means a shortening of the busy season and consequently the chance of a more extended lay off when the slack season comes.

After hearing the testimony and arguments, the Trade Board is of the opinion that the contention of the company should be upheld. It would seem that the practice of consulting the foreman had been the practice at one time but had not been maintained as a universal practice because of the laxness of the foreman in enforcing the requirement and in permitting cutters to use their discretion in splitting the tickets.

In the next place the trimming room is on a week work basis and the requirement does not in any way add any burden to the trimmer's work - it is a more efficient method of handling the work and the desirability of promoting efficiency in the trimming room is generally admitted.

This case grew out of case No. 702 when a printer, Max Cohen was discharged for refusal to obey Foreman's orders regarding a "split ticket".

The company petitioned the Trade Board to issue an order directing Foreman before "splitting a ticket" i.e. putting a ticket by altering the tape as per instructions on the ticket, to consult the Foreman before undertaking to alter the tape and so out then according to the Foreman's instructions.

The company contends that this had one time been the universal practice in the printing room but that had fallen into some neglect by reason of the oversight and carelessness of Foreman in O.K.ing tickets that had been "split" without his consent.

The company supported its contention by evidence as to the prevalence of the practice and the evidence showed that while the practice of obtaining a Foreman's O.K. had one time been quite general it had suffered a lapse for about a year or two, that it had been revived somewhat about 10 months ago.

The union contends that the order to secure Foreman's consent before "splitting" a ticket is an innovation and has not been a practice at all anytime in the printing room.

The union protests against the issuance of the order requested by the company on the ground that it is altering a permanent condition in the printing room that was present when the last agreement was signed, and that to change this condition is to alter the terms of the agreement and take from the people some of their bargaining advantage. Further, it means a shortening of the busy season and consequently the chance of a more extended lay off when the slack season comes.

After hearing the testimony and arguments, the Trade Board is of the opinion that the contention of the company should be upheld. It would seem that the practice of consulting the Foreman had been the practice at one time but had not been maintained as a universal practice because of the laxness of the Foreman in enforcing the requirement and in permitting others to use their discretion in splitting the tickets.

In the next place the printing room is on a work basis and the requirement does not in any way add any burden to the printer's work - it is a mere efficient method of handling the work and the responsibility of getting efficiency in the printing room is generally admitted.

As to the method causing a longer lay off season and shortening the busy season the Trade Board is of the opinion that this consideration ought not to deter the Trade Board from restoring the more efficient system of handling split cuts. The disadvantage of aly offs should be met by other measures than by maintenance of inefficient methods of doing work.

The Trade Board rules, therefore, that trimmers are to be required to consult the foreman before splitting tickets and are to cut the ticket according to the instruction of the foreman.

James Mullenbach.

As to the method causing a longer lay off season and shortening the busy season the Trade Board is of the opinion that this consideration ought not to deter the Trade Board from restoring the more efficient system of handling split cuts. The disadvantages of any other method should be met by other measures than by maintenance of inefficient methods of doing work.

The Trade Board rules, therefore, that trimmers are to be required to consult the foreman before splitting sticks and are to cut the stick according to the instruction of the foreman.

James H. Hildreth.

#900

1/10/20.

Petition by people for reinstatement of Ida Gaumn,
a tape feller Factory A-4.

This girl was suspended for quitting work and
dressing to go home when her machine was in good order
and plenty of work, and was discharged for general ir-
responsibility regarding work.

The company presented evidence to show that she had
received many complaints and several times been suspended
for coming late, and for causing delay of output in the
shop, and that her action yesterday was only one of sever-
al of similar nature. The company also presented evidence
to show that she continually complained of her machine with-
out good cause, not only in this shop but also in Factory B.

The union presented evidence to show that the machine
when complained of yesterday was not in proper condition;
that the girl did not intend to quit work but was coming
over to the main building to make complaint about the
machine.

After hearing the evidence the Trade Board finds
that action of the company appears in general to be
supported by the facts and the discharge is confirmed.

James Mullenbach.

1/10/20 1000

Petition by people for reinstatement of the same.
a tape follow factory 4-4.

This girl was suspended for quitting work and
proceeding to go home when her machine was in need of repair
and plenty of work, and was discharged for general in-
responsibility regarding work.

The company presented evidence to show that she had
received many complaints and several times been suspended
for coming late, and for causing delay of output in the
shop, and that her action yesterday was only one of sever-
al of similar nature. The company also presented evidence
to show that she continually complained of her machine with-
out good cause, not only in this shop but also in factory B.

The union presented evidence to show that the machine
when complained of yesterday was not in proper condition;
that the girl did not intend to quit work but was coming
over to the main building to make complaint about the
machine.

After hearing the evidence the Trade Board finds
that action of the company appears in general to be
supported by the facts and the discharge is confirmed.

Trade Board

#912

1/12/20.

Petition by union in behalf of lining makers
Factory J-4.

The lining makers claim they have lost time about
5 hours on account of delay in getting proper stays to
them.

In the course of the hearing, this case was adjust-
ed by agreement. It was agreed that the settlement should
not be cited as a precedent.

James Mullenbach.

1/12/20.

Yours

Petition by union in behalf of lining makers

Factory 1-4.

The lining makers claim they have lost time about

6 hours on account of delay in getting proper staves to

them.

In the course of the hearing, this case was adjourned

ed by agreement. It was agreed that the settlement should

not be cited as a precedent.

James Mulholland.

2/12/20.

Petition by union for pay for certain off-pressers in Factory J during period of suspension.

The off-pressers who were suspended and lost time for which they ask pay are:-

Frank Roman	#2446	one hour
Tony Gilbert	2423	" "
	2433	" "
	2426	" "
Beno Cvanecki	1099	Factory B - 6 hours.

These men were suspended for attempting, according to the company, of exceeding their quota of coats.

The circumstances out of which the suspensions arise are as follows:

Last June a system of quota production was introduced into the off pressing section on a basis of a maximum daily individual production of fifteen coats. Strict orders and instructions were given that no off-presser was to be allowed to exceed his quota.

When the coat shortage came on and the factories were placed on short time, no special arrangement was made to take care of the reduced quota.

The company claims the off pressers began to overrun their proportion of garments based on the number of hours worked and that to check this tendency it became necessary to suspend some men.

The union claims the company should not have resorted to suspensions but should have taken up with the Rate Committee the question of quota under the short hour day.

It was impossible to determine at the time of the hearing what the actual facts were as to production, exceeding the quotas.

It must also be considered that the emergency was an unusual one and the difficulties of management under the short day system with its many variations and vacillations in orders greatly enhanced.

For these reasons the Trade Board is unable to find ground for granting pay during the periods of suspension.

James Mullenbach.

2/12/20.

4912

Petition by union for pay for certain off-pressers in Factory 1 during period of suspension.

The off-pressers who were suspended and lost time for which they ask pay are:-

Frank Roman	10448	one hour
Tony Gilbert	2423	"
"	"	"
"	"	"
"	"	"
Beno Gvarnooki	1099	Factory 2 - 6 hours.

These men were suspended for attempting, according to the company, of exceeding their quota of coats.

The circumstances out of which the suspensions arise are as follows:

Last June a system of quota production was introduced into the off pressing section on a basis of a maximum daily individual production of fifteen coats. Strict orders and instructions were given that no off-presser was to be allowed to exceed his quota.

When the coat shortage came on and the factories were placed on short time, no special arrangement was made to take care of the reduced quota.

The company claims the off pressers began to over-run their proportion of garments based on the number of hours worked and that to check this tendency it became necessary to suspend some men.

The union claims the company should not have resorted to suspensions but should have taken up with the Rate Committee the question of quota under the short hour day.

It was impossible to determine at the time of the hearing what the actual facts were as to production, exceeding the quotas.

It must also be considered that the company was an unusual one and the difficulties of carrying out the short day system with its many variations and variations in orders greatly enhanced.

For these reasons the Rate Board is unable to find ground for granting pay during the periods of suspension.

James McIlwain.

Decided January 12, 1920.

The Amalgamated represented by Mr. Wilner, the firm by Mr. Price and Mr. Bishop.

Complaint by the Union that Luis Cilenza and Luis Gareuci, pocket-makers employed by this firm, had been discharged without cause. Reinstatement, with pay for time lost, requested.

The firm's answer to the complaint is that these men had been chronic disturbers, that they had been leaders among the pocket-makers who had talked among themselves and reduced their production, and that they were believed to have caused new pocket-makers to become discontented and to leave the firm's employment.

Several witnesses were examined. The evidence shows that the pocket-makers felt that their price was too low; that there had been conferences with the management over this price in which these men had taken a leading part; that one of these and another not involved said they would quit if the price was not increased; that weeks ago there had been a stoppage; and that the pocket-makers were in a bad frame of mind and not producing satisfactorily. The evidence, however, does not sustain the firm's contention that the two men discharged were leaders in the stoppage, leaders in the talk going on in the shop during working hours, or that they were responsible for the discontent and quitting of the pocket-makers newly employed.

The Trade Board finds that these two workers were discharged without sufficient cause and directs that they be reinstated with pay for time lost. The men themselves are admonished to work efficiently, and, if they have a grievance, to place it in the hands of the shop chairman and deputy and rely upon them to see that the grievance is adjusted.

(Signed) H. A. Millis.

Chairman.

(Discipline of workers - other.)

Decided January 12, 1920.

The management represented by Mr. Wilson, the firm by Mr. Price and Mr. Blalock.

Management: It is the policy of the firm to have all workers who are discharged without cause. Reinstatement, which may be made, is not a right, but a privilege.

The firm's answer to the complaint is that these men had been discharged because they had been leaders among the pocket-makers who had talked many workers and reduced their production, and that they were believed to have caused new pocket-makers to be become discontented and to leave the firm's employment.

Several witnesses were examined. The evidence shows that the pocket-makers felt that their price was too low; that there had been conferences with the management over this price in which these men had taken a leading part; that one of these witnesses had told them that they would quit if the price was not increased; that weeks ago there had been a stoppage; and that the pocket-makers were in a bad frame of mind and not producing satisfactorily. The evidence, however, does not sustain the firm's contention that the two men discharged were leaders in the stoppage. It is the fact that the two men were in the shop during working hours, or that they were responsible for the discontent and striking of the pocket-makers newly employed.

The Board finds that these two workers were discharged without sufficient cause and directs that they be reinstated with pay for time lost. The new witnesses are admonished to work efficiently and, if they have a grievance, to place it in the hands of the chairman and deputy and rely upon them to see that the grievance is adjusted.

(Signed) W. A. Miller

Chairman

(Listings of workers - other)

Decided January 13, 1920.

The Amalgamated represented by Mr. Cunat, the firm by Mr. Haylett.

Complaint by Union that Joseph Kozlik, an off-presser employed by Alfred Decker & Cohn, had been unjustly transferred from Shop L to Shop K and had not been allowed to continue at work when he refused to accept the transfer. His reinstatement in Shop L, with pay for time lost, is requested.

The material facts in this case are as follows: Kozlik had been added as the sixth off-presser in Shop L, September 16, 1919. Until recently these men have done both the off-pressing and the edge-pressing. This was an inefficient arrangement because of the numerous delays in getting access to the two edge-pressing machines. Last week two edge-pressers not needed in another shop were transferred to Shop L to do the edge-pressing. With this arrangement four or five off-pressers would do all the off-pressing in the shop until its capacity is increased by enlargement now under way. The firm, therefore, decided to transfer temporarily one of the off-pressers to another shop. All of the off-pressers expressing a desire to remain in this neighborhood shop, Kozlik was transferred because he was the last man added to the force (there were no non-union off-pressers). He objected to this because it would require more time to go to and from work and would make it impossible to eat lunch at home. The fact that Shop L is near his home had been a matter of importance to him in seeking employment last autumn. This fact was unknown to the firm, however, because Kozlik had refused to give any information regarding himself other than his name.

The Trade Board holds that the firm was within its rights in rearranging its work in Shop L, and that this transfer not being the result of any desire to discriminate, but merely incidental to the rearrangement, temporary in character, and to last for only a short time until Shop L was enlarged, was not improperly insisted on. The Trade Board rules that Kozlik should accept employment in Shop K, with the understanding that he is to be returned to Shop L when it is enlarged or earlier if another man is needed in off-pressing coats manufactured in this shop. The transfer, thus approved, is to be made under such conditions that the worker shall be put to no pecuniary loss.

(Signed) H. A. Millis.

Chairman.

(Transfer and earnings.)

Decided January 12, 1918.

The assignment requested by Mr. Grant, the firm of Mr. Mylert.

Assignment by Mr. Grant that Joseph Kozlik, an oil-pressure engineer by Alfred Grant & Co., had been assigned transferred from Shop 1 to Shop 2 and had not been allowed to continue at work when he refused to accept the transfer. His reinstatement in Shop 1, with pay for time lost, is requested.

The material facts in this case are as follows: Kozlik had been added as the sixth oil-pressure in Shop 1, September 16, 1917. Until recently there had been five oil-pressure and the oil-pressure. This was an inefficient arrangement because of the numerous delays in getting access to the two oil-pressure machines. Last week two oil-pressure were needed in another shop were transferred to Shop 1 to do the oil-pressure. With this arrangement four or five oil-pressure would do all the oil-pressure in the shop until the capacity is increased by enlargement now under way. The firm, therefore, decided to transfer temporarily one of the oil-pressure to another shop. All of the oil-pressure expressing a desire to remain in this neighborhood shop, Kozlik was transferred because he was the last man added to the force (there were no non-union oil-pressure). He objected to this because it would require more time to go to and from work and would make it impossible to eat lunch at home. The fact that Shop 1 is near his home had been a matter of importance to him in seeking employment last autumn. This fact was unknown to the firm, however, because Kozlik had refused to give any information regarding himself other than his name.

The Trade Board holds that the firm was within its rights in rearranging its work in Shop 1, and that this transfer not being the result of any discrimination, but merely incident to the reorganization, temporary in character, and to last but only a short time until Shop 1 was enlarged, was not improperly insisted on. The Trade Board rules that Kozlik should accept employment in Shop 1, with the understanding that he is to be transferred to Shop 2 when it is enlarged or earlier if another man is needed in oil-pressure work maintained in this shop. The transfer, thus approved, is to be made under such conditions that the worker shall be put to no pecuniary loss.

(Signed) H. A. Miller.

Chairman.

(Translator and stenographer.)

1/13/20.

Petition by Union in behalf of back makers, Fac. B.

Sometime ago, about Nov. 18th, the company finding that the amount of work in the back making section had seriously declined, assigned the backmakers to other work, except two, at rate of \$30.00 a week. The Union at that time challenged the necessity of this action but agreed to it to see how it would work out.

The amount of work in the backmaking section, however, instead of ceasing has increased and has been given to the miscellaneous operators in the shop,

The union now contends that the back makers ought not to have been sent from the section and ask for their return with back pay for time lost to be based on the number of coats passing thru backmakers section.

The statistics as to the amount of work in backmaking, are as follows:

	Piece-work	Hour-work
Sept. 18 to Nov. 18 9 weeks.	20808 coats	6123
Nov. 20 to Dec. 31 6 weeks.	7073 coats	2483

On this showing the number of coats per week for each period is -

	Piece-work	Hour-work
Sept. 18 to Nov. 18	2312 coats	680 coats
Nov. 20 to Dec. 31	1179	414

In the period therefore from Nov. 20 to Dec. 31 the total amount of coats would be 1179 plus 414 per week or a total of 1593. On a basis of 50 coats per back maker per day this would require seven men to do the work on those coats. In view of this facts, it would seem that there is now sufficient work in the section for seven men; that is, an addition of five men to the two men now in the section.

The Trade Board therefore directs:

1. That five men be reassigned to their place in the section and be paid at hour rates until the rate committee can fix new piece work rates.
2. That as soon as the men have been assigned the Rate Committee is to proceed at once to make the rates for the section.
3. That the matter of back pay shall be determined if possible by the Rate Committee in conference with Mr. Brown.

James Mullenbach.

1/18/20

Case 4897

Petition by Union in behalf of back makers, Rec. B.

Sometime ago, about Nov. 18th, the company finding that the amount of work in the back making section had seriously declined, assigned the back makers to other work, except two, at rate of \$80.00 a week. The Union at that time challenged the necessity of this action but agreed to it to see how it would work out.

The amount of work in the backmaking section, however, instead of ceasing has increased and has been given to the miscellaneous operators in the shop.

The union now contends that the back makers ought not to have been sent from the section and ask for their return with back pay for time lost to be based on the number of coats passing thru backmakers section.

The statistics as to the amount of work in backmaking are as follows:

Hour-work	Piece-work	
6123	20808 coats	Sept. 18 to Nov. 18 9 weeks.
2482	7073 coats	Nov. 20 to Dec. 21 6 weeks.

On this showing the number of coats per week for each period is -

Hour-work	Piece-work	
680 coats	2318 coats	Sept. 18 to Nov. 18
414	1179	Nov. 20 to Dec. 21

In the period therefore from Nov. 20 to Dec. 21 the total amount of coats would be 1179 plus 414 per week or a total of 1593. On a basis of 80 coats per back maker per day this would require seven men to do the work on those coats. In view of this factor, it would seem that there is now sufficient work in the section for seven men; that is, an addition of five men to the two men now in the section.

The Trade Board therefore directed:

1. That five men be reassigned to their place in the section and be paid at hour rates until the rate committee can fix new piece work rates.
2. That as soon as the men have been assigned the Rate Committee is to proceed at once to make the rates for the section.
3. That the matter of back pay shall be determined if possible by the Rate Committee in conference with Mr. Brown.

James Mulvihill

January 14, 1920.

Professor E. D. Howard:

I find by decision in Case #899 that we are again confronted with the subject of differentials, specifically in this case, weights of fabrics.

The cloth in question which is complained about is of 18-ounce weight. This is two ounces under the maximum weight for suitings that has been used for years by clothing manufacturers.

While the number of 18-ounce and 20-ounce goods has decreased in the last few years at various intervals, this weight has reappeared, especially for California trade. I think it would be a calamity to start paying differentials on account of weight of cloth.

From information I have gained from practical men, this cloth does not contribute to the decreasing of earnings of the people in any section. Whether this is true or not, I make the claim that all of our basic prices apply to the average clothing materials, which, of course, are of different weights according to the seasons and localities in which they are sold.

I will either ask you to have this decision reconsidered or that you take an appeal to the Arbitration Board, and in the latter case, make a capital case out of it with the best possible presentation on our part.

M. A. Strauss.

January 14, 1930.

Professor E. D. Howard:

I find by decision in Case #899

that we are again confronted with the subject of differ-

entials, specifically in this case, weights of fabrics.

The cloth in question which is complained about is of

18-ounce weight. This is two ounces under the maximum

weight for suitings that has been used for years by cloth-

ing manufacturers.

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weight has resurfaced, especially for California trade.

I think it would be a calamity to start paying differen-

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best possible presentation on our part.

M. A. Strauss.

January 14, 1920.

Professor E. D. Howard:

I find by decision in Case #899 that we are again confronted with the subject of differentials, specifically in this case, weights of fabrics.

The cloth in question which is complained about is of 18-ounce weight. This is two ounces under the maximum weight for ~~stiflings~~ that has been used for years by clothing manufacturers.

While the number of 18-ounce and 20-ounce goods has decreased in the last few years at various intervals, this weight has reappeared, especially for California trade. I think it would be a calamity to start paying differentials on account of weight of cloth.

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I will either ask you to have this decision reconsidered or that you take an appeal to the Arbitration Board, and in the latter case, make a capital case out of it with the best possible presentation on our part.

M. A. Strauss.

January 14, 1930.

Professor E. D. Howard:

I find by decision in Case #899

that we are again confronted with the subject of different-

ials, specifically in this case, weights of fabrics,

The cloth in question which is complained about is of

18-ounce weight. This is two ounces under the maximum

weight for settings that has been used for years by cloth-

ing manufacturers.

While the number of 18-ounce and 20-ounce goods has

decreased in the last few years at various intervals, this

weight has responded, especially for California trade.

I think it would be a calamity to start paying different-

ials on account of weight of cloth.

From information I have gained from practical men,

this cloth does not contribute to the decreasing of earn-

ings of the people in any section. Whether this is true

or not, I make the claim that all of our basic prices apply

to the average clothing materials, which, of course, are

of different weights according to the seasons and locali-

ties in which they are sold.

I will either ask you to have this decision reconsidered

or that you take an appeal to the Arbitration Board, and in

the latter case, make a capital case out of it with the

best possible presentation on our part.

M. A. Stearns.

January 14, 1920.

Professor E. D. Howard:

I find by decision in Case #899 that we are again confronted with the subject of differentials, specifically in this case, weights of fabrics.

The cloth in question which is complained about is of 18-ounce weight. This is two ounces under the maximum weight for ~~sittings~~ that has been used for years by clothing manufacturers.

While the number of 18-ounce and 20-ounce goods has decreased in the last few years at various intervals, this weight has reappeared, especially for California trade. I think it would be a calamity to start paying differentials on account of weight of cloth.

From information I have gained from practical men, this cloth does not contribute to the decreasing of earnings of the people in any section. Whether this is true or not, I make the claim that all of our basic prices apply to the average clothing materials, which, of course, are of different weights according to the seasons and localities in which they are sold.

I will either ask you to have this decision reconsidered or that you take an appeal to the Arbitration Board, and in the latter case, make a capital case out of it with the best possible presentation on our part.

M. A. Strauss.

January 15, 1920.

Professor E. D. Howard:

I find by decision in Case 4000 that we are again confronted with the subject of differentials, especially in this case, weights of fabrics. The cloth in question which is complained about is of 18-ounce weight. This is two ounces under the maximum weight for clothing that has been used for years by clothing manufacturers.

While the number of 18-ounce and 20-ounce goods has decreased in the last few years at various intervals, this weight has responded, especially for California trade. I think it would be a calamity to start paying differentials on account of weight of cloth.

From information I have gained from practical men, this cloth does not contribute to the decreasing of earnings of the people in any section. Whether this is true or not, I make the claim that all of our people please apply to the average clothing materials, which, of course, are of different weights according to the seasons and localities in which they are sold.

I will either ask you to have this decision reconsidered or that you take an appeal to the Arbitration Board, and in the latter case, make a capital case out of it with the best possible presentation on our part.

E. A. Strauss.

#901

1/12/20.

Petition by union for reinstatement of S. Edelmann,
a discharged cutter.

The company protested the hearing of this case on
the ground that Edelman had been employed less than two
weeks and his charge, therefore, was not subject to re-
view.

The people admitted that they did not contest dis-
charges as a rule when they took place within two weeks
but that in this case the man had been employed here before
for some time and was not therefore, a new employee in
the strict use of the term.

The records showed that Edelman had been employed
by company as follows:

From 8-15-1918	to 8-19-1918
" 11-5 -1918	" 12-10-1918
" 12-29-1919	" 1-7 -1920.

In view of this record the Trade Board decided to
go ahead with a hearing of the merit of the discharge.

It appeared that Edelman was discharged for insuffi-
cient output.

The evidence in support of this action is quite con-
clusive, and the Trade Board confirms the discharge.

James Mullenbach.

1/12/20.

4001

Petition by union for reinstatement of S. Kellman, a discharged worker.

The company protested the hearing of this case on the ground that Kellman had been employed less than two weeks and his charges, therefore, was not subject to review.

The people admitted that they did not contest the charges as a rule when they took place within two weeks but that in this case the man had been employed here before for some time and was not therefore, a new employee in the strict use of the term.

The records showed that Kellman had been employed by company as follows:

From 8-12-1918	to 8-12-1918
" 11-5-1918	" 12-10-1918
" 12-22-1918	" 1-7-1920.

In view of this record the Trade Board decided to go ahead with a hearing of the merit of the discharge.

It appeared that Kellman was discharged for inefficient output.

The evidence in support of this action is quite conclusive, and the Trade Board confirms the discharge.

James Mulholland.

Decided January 14, 1920.

The firm represented by Mr. Wagenet, the Amalgamated by Mr. Glickman.

Complaint by union that E. Caputi, an edge-stitcher, had been discharged without cause. Reinstatement, with pay for time lost, requested.

The firm's answer to the complaint is that the worker had refused to work on coats well enough basted for a stitcher to operate, this resulting in confusion, annoyance, and delay in manufacture.

Several witnesses have testified and garments rejected by the worker have been placed in evidence and examined. While there has been disagreement with reference to certain facts, the Trade Board finds that the worker has been too contentious and has refused to operate on a considerable number of garments the edge-stitcher is expected to work into shape by careful and conscientious operation. Recently this worker had been suspended for poor work but was reinstated with the hope that there would be no further trouble. Feeling that the worker has been at considerable fault and that he would not take the proper attitude in this shop, the Trade Board does not grant the request for reinstatement.

(Signed) H. A. Millis.

Chairman.

(Discipline of workers - refusal to do work as directed; other.)

Decided January 14, 1930.

The firm represented by Mr. Wagner, the Amalgamated, Mr. Glickman.

Complaint by union that E. Glickman, an edge-stitcher, had been discharged without cause. Reinstatement, with pay for time lost, requested.

The firm's answer to the complaint is that the worker had refused to work on coats well enough backed for a stitcher to operate, this resulting in confusion, annoyance, and delay in manufacture.

Several witnesses have testified and garments rejected by the worker have been placed in evidence and examined. While there has been disagreement with reference to certain facts, the Trade Board finds that the worker has been too contentious and has refused to operate on a considerable number of garments the edge-stitcher is expected to work into shape by careful and conscientious operation. Recently this worker had been suspended for poor work but was reinstated with the hope that there would be no further trouble. Feeling that the worker has been at considerable length and that he would not take the proper attitude in this shop, the Trade Board does not grant the request for reinstatement.

(Signed) E. A. Wallis.

Chairman.

(Assignment of workers - refusal to do work as directed; other.)

Decided January 14, 1920.

The Amalgamated represented by Mr. Brown, the firm by Mr. Lee.

Complaint by the Union that four second-basters (E. Guido, C. Cerri, A. Benarddo, and A. Maragioglio) have been discharged by this firm without sufficient cause. Their reinstatement with pay for time lost is requested. The firm's answer to the complaint is that these men were discharged for their connection with a stoppage on January 8.

The evidence on essential points in the case is as follows: On January 8 there was trouble with these four second-basters and two edge-basters over new prices and also with a front-presser over a change from week work to piece work. The second-basters refused to work at a price regularly agreed upon, and were suspended. Later they agreed to work at this price and were reinstated on condition that they would make no further trouble. The front-presser was sent back to work on week work, but the edge-basters were not reinstated until the next day, after a conference between the deputy and the labor manager. In the afternoon of January 8 a stoppage of the entire shop occurred. It was reported to the labor manager that the second-basters were making trouble. He went to the shop, and, finding a stoppage, asked the second-basters why they were not working. They answered that the others had quit work, so that they had also. When asked whether they would resume work, one said that they would do so when the edge-basters were reinstated. The labor manager understood that the others were of the same mind. It was felt that these men were leaders in the stoppage and it was because of this and the demand that the edge-basters be reinstated that they were discharged the following day.

The second-basters all testify that they were working when they noticed that many of the other sections had stopped work. They then stopped work. All but one state that they knew no reason for the stoppage. This one states that it was due to the fact that after talking with the superintendent a fellow worker put on his collar, took his coat and hat and left the shop. This one admits that he stated they would not return to work until the edge-basters were reinstated, but now asserts that he meant nothing by it. The others assert that they had no thought of the edge-basters and merely quit work when the other sections had quit. All four resumed work with the other sections.

To the above it should be added that there was a general stoppage on January 9 when these second-basters were discharged. The Union deputy states that at least two of these discharged men in the shop meeting which followed urged the workers to go back to work.

Such stoppages are a serious matter. Under the agreement there is no reason for any stoppage whatever, for there is machinery for settling all grievances on their merits. Moreover, the agreement expressly provides that there shall be no stoppages. All good union members will live up to this promise. If the evidence established with reasonable clearness that these second-basters had been leaders in the stoppage the Trade Board would without hesitation approve their discharge. The evidence on this point is, however, inconclusive at best. Because of this fact and because this shop has been relatively free from stoppages, the Trade Board orders their

Filed January 14, 1930

The Amalgamated represented by Mr. Brown, the Union by Mr. Lee.

Complaint by the Union that four second-basters (E. G. Galt, L. Galt, A. Galt, and A. K. Galt) have been discharged by the firm without sufficient cause. Their reinstatement with pay for same day is requested. The firm's answer to the complaint is that these men were discharged for their connection with a stoppage on January 9.

The evidence on essential points in the case is as follows: On January 8 there was trouble with these four second-basters and two edge-basters over new prices and also with a front-presser over a change from work to piece work. The second-basters refused to work at this price and were upon, and were discharged. Later they agreed to work at this price and were reinstated on condition that they would make no further trouble. The front-presser was sent back to work on next day, but the edge-basters were not reinstated until the next day, after a conference between the shop and the labor manager. In the afternoon of January 8 a stoppage of the entire shop occurred. It was reported to the labor manager that the second-basters were making trouble. He went to the shop, and, finding a stoppage, asked the second-basters why they were not working. They answered that the others had quit work, so that they had also. They asked whether they would resume work, one said that they would do so when the edge-basters were reinstated. The labor manager understood that the others were of the same mind. He was left that these men were leaders in the stoppage and it was because of this and the demand that the edge-basters be reinstated that they were discharged the following day.

The second-basters all testify that they were working when they noticed that many of the other sections had stopped work. They then stopped work. All but one state that they knew no reason for the stoppage. This one states that it was due to the fact that after talking with the superintendant a fellow worker put on his collar, took his coat and hat and left the shop. This one states that he stated they would not return to work until the edge-basters were reinstated, but now asserts that he meant nothing by it. The other assert that they had no thought of the edge-basters and merely quit work when the other sections had quit. All that remained work with the other sections.

To the above it should be added that there was a general stoppage on January 9 when these second-basters were discharged. The Union claims that at least two of these discharged men in the shop meeting which followed urged the workers to go back to work.

Such stoppages are a serious matter. Under the agreement there is no reason for any stoppage whatever, for there is no right for making all grievances on their merits. Moreover, the agreement expressly provides that there shall be no stoppages. All good union members will live up to this promise. If the evidence established with reasonable certainty that these second-basters had been leaders in the stoppage the Trade Board would without hesitation approve their discharge. The evidence on this point is, however, inconclusive at best. Because of this fact and because this shop has been relatively free from stoppages, the Trade Board orders their

TRADE BOARD CASE # 47 - continued.

reinstatement with the distinct understanding that they will henceforth not take part in any stoppage and will use their influence to prevent others from resorting to such unfair practice.

Reinstatement with this understanding being announced as the Trade Board's decision, the matter of payment for lost time was agreed upon by the parties in interest. The agreement is that they shall lose half of the time and be paid for the other half.

(Signed) H. A. Millis.

Chairman.

(Discipline of workers - other; stoppages.)

THREE BOARD CASE 4 - continued.

relationship with the district understanding that they will be satisfied
and take part in any dispute and will not be liable to pay any
costs from the district to any other party.

Relationship with this understanding being understood as the basis
Board's decision, the matter of costs shall be agreed upon by
the parties in the event. The agreement is that they shall not be
the time and be paid for the other party.

(Signed) E. A. White.

Continued.

(Signature of witness - other: [illegible])

Decided January 14, 1920.

The Amalgamated represented by Mr. Rissman, the firm by Mr. Campbell and Mr. Beeson.

Complaint by the Union that M. Berson, an off-presser, had been discharged January 10, without cause. Reinstatement with pay for time lost is requested.

The firm's answer to the complaint is that Berson had been absent January 2, 3, 5, 6 and 7, that under the firm's rule, stated orally to all persons when hired, that a worker automatically loses his position if he is absent without notifying the firm, he lost his position, and that he was permitted to return and work January 8, 9 and 10 only because of oversight on the part of the management.

The worker testifies that he was taken in a "raid on Reds" late in the afternoon of January 1; that he had no chance to communicate with his wife or anyone else; that he was kept in the lock-up until late in the afternoon of January 6 when he was released on bond; that he was kept on bread and water, slept in street clothes, and was not permitted to communicate with anyone outside; that when he was finally released on bond he was in such a state of body and mind that he was unfit for work the next day; that he had lost no time before this in eleven months' employment except a half day when he was sent home by the firm's nurse; that he was never informed by the official who hired him of any rule relating to absences and never heard of any rule until after he was discharged; that when he returned to work on January 8 he spoke to the foreman and went to his machine without question or explanation.

The firm contends that the worker on January 6 or 7 (while in court and then at home) should have communicated to it the reason for his absence, and states that such absences destroy discipline and delay the completion of work in hand. Bearing upon this last point, a representative of the firm states that it sought at once to fill the place vacated but did not succeed in doing so until January 13. The clerk in charge of the union employment office to whom all requisitions for help must go under the agreement, states, however, that no requisition for an off-presser was received from this firm until the morning of January 14.

The Trade Board does not rule upon the reasonableness of the firm's rule with reference to absences. It does rule that the worker was automatically reinstated when he was permitted to return and to work for two and a half days, and that had he been discharged when he returned January 8, the application of the firm's rule would have been too drastic, the circumstances being what they were. The Trade Board therefore finds that the worker should be reinstated and paid for the time lost.

(Signed) H. A. Millis.

Chairman.

(Discipline of workers - absence without cause.)

#905

1/14/20.

Petition of union for reinstatement of Nettie
Graffionla, a cleaner Factory L.

The Trade Board rules that this girl be reinstated
with back pay. A supplementary note reviewing the
issues involved will be prepared.

James Mullenbach.

1/14/50

Petition of union for reinstatement of Heltz

California, a former factory L.

The Trade Board rules that this girl be reinstated

with back pay. A supplementary note reviewing the

issues involved will be prepared.

James Heltz.

Supplementary Note.

This girl was discharged for refusing to clean a coat which the management complained of. The shop chairlady wished to have the coat held for investigation. The superintendent refused on the ground that one coat was already being held for investigation by this girl. The chairlady claimed she could hold this coat also; the superintendent stated that his orders were to permit only one coat to be held. As the girl refused to clean the coat under instruction from the shop chairlady, the girl was suspended and discharged.

The company bases its action on the ruling by the chairman of the Board of Arbitration in case No. 690. That decision, in the opinion of the Trade Board places upon the shop chairman the responsibility of selecting the number of garments he (the shop chairman) believes is necessary for an adequate representation of the disputed work. The essential part of the ruling reads as follows:

"The Board of Arbitration believes that the intention of the ruling in Case 370 was to insure a fair investigation. Ideally this would involve an impartial witness during the whole procedure. Neither the superintendent nor the shop chairman is completely impartial. But the Board believes that it is desirable to make it very clear to the worker that his rights are being protected, even if need be at the expense of inclining the balance somewhat in his direction and giving him the benefit of the doubt. It holds, therefore, that the shop chairman must take the responsibility of deciding whether more than one is needed for representation. As a check upon abuse of this responsibility, it suggests that if any superintendent has reason to believe that a shop chairman is either incompetent to judge whether several garments are needed for the investigation, or is willfully aiding in holding work beyond what is necessary, he may file complaint against such chairman with the Trade Board. If the Trade Board finds the complaint justified, it may censure the chairman. In such a case the records of the work held for investigation by the chairman for a period of time may properly be considered.

It is suggested further that the company modify its general order to read: "If he insists that the company is wrong in rejecting the work, then he may select one

garment from the lot, or more if he (the shop chairman) holds that more is needed for a fair investigation of the point at issue. If the superintendent believes that one garment is sufficient he may point out to the shop chairman why he so thinks, but the shop chairman has the right to take responsibility of deciding the point. If the superintendent believes that the shop chairman is needlessly delaying work, either because he is not competent to decide whether more than one garment is needed or because he is wilfully supporting a claim for holding an unnecessarily large number of them, the superintendent may file complaint with the Trade Board. The worker shall fix all other coats and may not ask for a further holding for investigation until the issue is decided."

In the light of this ruling the Trade Board finds that the superintendent was required to hold the coat if the shop chairlady requested it to be held, and the suspension of the girl was not warranted. The Trade Board decided therefore that the girl should be reinstated with back pay.

James Mullenbach.

argument from the fact, or more if he (the
 shop chairman) holds that more is needed
 for a fair investigation of the point at
 issue. If the superintendent believes
 that the argument is sufficient in any point
 out to the shop chairman why he so states,
 but the shop chairman has the right to state
 responsibility of holding the point. If
 the superintendent believes that the shop
 chairman is needlessly delaying work, either
 because he is not competent to decide whether
 more than one argument is needed or because he
 is unwillingly supporting a claim for holding an
 unnecessarily large number of cases, the super-
 intendent may file complaint with the Trade
 Board. The worker shall fix all other costs
 and may ask for a further holding for in-
 vestigation until the issue is decided.

In the light of this ruling the Trade Board finds
 that the superintendent was required to hold the case if
 the shop chairman requested it to be held, and the su-
 perintendent of the firm was not warranted. The Trade Board
 decided therefore that the firm should be reimbursed with
 back pay.

James H. H. H.

#903 1/15/20.

Petition by union for reinstatement of Gabriel Savonovich, an off presser Factory B.

This man was discharged for turning in coats pressed on regular time as tho they were done on overtime.

The man claims, and it is admitted by the company, that this scheme of getting overtime credit had been practised by off pressers for some time, but the man admits that they were warned to discontinue the practice on Saturday and Monday. On Wednesday he and some others went back to the old scheme. The company claims he was the first man to get a coat and start the old system.

After hearing the evidence the Trade Board finds that the action of the company was warranted by circumstances and the discharge is confirmed.

James Mullenbach.

#903 1/15/20.

Petition by union for reinstatement of Gabriel Savonovich, an off presser factory.

This man was discharged for turning in coats pressed on regular time as they were done on over-time.

The man claims, and it is admitted by the company, that this scheme of getting overtime credit had been practised by off pressers for some time, but the man admits that they were warned to discontinue the practice on Saturday and Monday. On Wednesday he and some others went back to the old scheme. The company claims he was the first man to get a coat and start the old system.

After hearing the evidence the Trade Board finds that the action of the company was warranted by circumstances and the discharge is confirmed.

James Mullebach.

#907. 1/15/20

Petition by Union for reinstatement
of David Koff, pocket maker, Factory L-3.

The Trade Board directs that Koff be
reinstated, but not in pocket making section.
The Trade Board directs that he be given
opportunity to learn machine operation in
some of the sections requiring less skill
than pocket making section.

JAMES MULLENBACH.

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Case #908.

1/15/20.

Petition by Union for reinstatement of Al Dolnick and Abe Schepnoff, lining makers in Factory B.

The Trade Board directs that Dolnick and Schepnoff be reinstated with back pay from Thursday morning, January 14th.

A supplementary note will be prepared later.

James Mullenbach.

1/15/20.

Case #908.

Petition by Union for reinstatement of Al Dolnick

and Abe Schepner, lining makers in Factory B.

The Trade Board directs that Dolnick and Schepner

be reinstated with back pay from Thursday morning,

January 14th.

A supplementary note will be prepared later.

James W. H. H. H.

TRADE BOARD CASE # 149.

ALFRED DECKER & COHN.

Decided January 17, 1920.

The Amalgamated represented by Mr. Levine and Mr. Di Novi, the firm by Mr. Haylett and Mr. Craft.

Complaint by the Union that J. Wean and Filip Lens, lining basters, had been discharged without sufficient cause. Reinstatement with pay for time lost, requested.

The firm's answer to the complaint is that these men, without permission of the foremen required by their firm's rule, left the shop in which they were employed and went to another shop to make personal investigation of a matter, their presence in the second shop interfering with work in process and setting a bad example.

The Union introduces the fact that formerly the employees frequently left the shops without permission and feels that this in a degree lessens the offense involved in violation of the company's rule. To this the firm states that for some months the rule has been generally known and generally observed.

From the evidence introduced at the hearing it appears that there had been complaint that the price on full-lined coats was too low. This complaint had been taken up by the representatives of the firm and the Union as a matter for collective bargaining. After this these two men left their work and went to another shop to make a personal investigation to see whether or not the number of full-lined coats there was as large as in the shop where they were employed. It is stated, also, that one of the workers had advised those in the section not to work on the full-lined coats until a higher price was secured.

The Trade Board finds (1) that if one of these men advised his fellows not to work on full-lined coats until the price was readjusted, he acted improperly; (2) that the company's rule with reference to leaving the shop during working hours only after receiving permission is a proper rule and should have been observed; (3) that the question of a proper price had been properly referred to the representatives of the parties for collective bargaining and was not a matter for their personal investigation, that it was contrary to the principle of representative government called for by the agreement.

It being agreed by the parties in interest that the workers should be reinstated, it becomes an order of the Trade Board. The Trade Board denies the request that they be paid for the time lost.

(Signed) H. A. Millis.

Chairman.

(Discipline of workers - other)
(Individual bargaining - limitations on)

Decided January 14, 1982

The Respondent represented by Mr. Davies and Mr. D. Hovell, the first by Mr. Davies and Mr. D. Hovell.

Declaratory by the Union that it was and still is a labor union, had been dismissed without prejudice. No statement with pay for time lost, returned.

The Union's answer to the complaint is that those men, without permission of the Respondent, left their jobs, left the shop in which they were employed and went to another shop to make personal investigation of a matter. Their presence in the second shop interfering with work in progress and creating a bad example.

The Union further states that the fact that the employees frequently left the shop without permission and leave that time in a labor union, the officers involved in violation of the company's rules. To this the Union states that for some months the rule has been generally known and generally observed.

From the evidence introduced at the hearing it appears that there had been complaint that the rules on full-time work was too low. This complaint had been taken up by the representatives of the firm and the Union as a matter for collective bargaining. After this these two men left their work and went to another shop to make a personal investigation to see whether or not the matter of full-time work there was as lax as in the shop where they were employed. It is stated also, that one of the men had advised them in the afternoon not to work on the full-time work until a higher price was secured.

The Trade Board finds (1) that at one of those men advised the fellow not to work on full-time work with the price was recommended, is correct; (2) that the company's rule with reference to leaving the shop during working hours only after receiving permission is a proper rule and should have been observed; (3) that the question of a proper price had been properly referred to the representatives of the parties for collective bargaining and was not a matter for their personal investigation; that it was contrary to the principle of representative government called for by the agreement.

It being agreed by the parties at interest that the workers should be reinstated, it follows an order of the Trade Board. The Trade Board orders the respondent that they be paid for the time lost.

(Signed) H. A. Willis.

Chairman.

(Indications of workers - other)
(Individual bargaining - limitations on)

Heard and decided January 19, 1920.

Amalgamated represented by Mr. Glickman and Mr. Di Novi, the firm by Mr. Haylett.

Complaint that Mr. Corras, a worker, had been suspended from one shop and then reinstated in another where his earnings were materially reduced. His reinstatement in the old shop with pay for time lost during suspension and difference between former earnings and those in the second shop, requested

The firm replies to the complaint that on December 13 this worker received a complaint slip on account of poor work, on December 18, a second complaint slip on account of vulgar language, and then on December 19 a suspension because of more poor work and a disinclination to accept proper discipline.

The evidence introduced showed that the worker's earnings have been much smaller in the second than in the first shop, for in the second he has had enough marking to take only about half of his time and he has refused to combine with marking a second operation because he has not engaged in it and does not like it. The Trade Board has examined some of the work and finds some of it to have been improperly done. The use of vulgar language is admitted, it being asserted, however, that it had been preceded by the use of improper names by the examiner and the foreman.

The Trade Board does not grant the request that the worker be reinstated in the shop in which he first worked, because of the dirty and vulgar language used in the presence of a woman and several men. Insofar as it is within the power of the Trade Board to bring it about, the shops must be clean enough for people to work in without offence. The responsibility for avoiding vulgar and improper language rests upon persons connected with the management as well as upon workers and must be accepted by both.

(Signed) H. A. Millis.

Chairman.

(Discipline of workers - abusive and profane language)

Heard and decided January 19, 1929.

Mr. Haylett
represented by Mr. G. H. Smith and Mr. D. H. Novak, the firm of

Complaint that Mr. G. H. Smith, a worker, had been suspended from one shop and then reinstated in another where his earnings were not fully restored. His reinstatement in the old shop was for the same reason as his suspension and difference between former earnings and those in the second shop, requested

The firm replied to the complaint that on January 19, 1929, it received a telegram slip on account of poor work on December 18, a second complaint slip on account of vulgar language, and then on December 19 a suspension because of more poor work and a disinclination to accept proper discipline.

The evidence introduced showed that the worker's earnings have been much smaller in the second than in the first shop. Yet in the second he has had enough money to take only about half of his time and he has refused to comply with making a second operation because he was not engaged in it and does not like it. The Trade Board has examined some of the work and finds some of it to have been improperly done. The use of vulgar language is admitted, it being asserted, however, that it had been granted by the use of improper names by the examiner and the foreman.

The Trade Board does not grant the request that the worker be reinstated in the shop in which he first worked because of the dirty and vulgar language used in the presence of a woman and several men. Instead, it is within the power of the Trade Board to bring to order the shop and to clean enough for people to work in without offense. The responsibility for making vulgar and improper language tests more persons engaged with the management as well as upon workers and must be accepted by both.

(Signed) H. A. Mills

Chairman

(Discipline of workers - abusive and profane language)

Case #903

1/10/20

Application for piece-work rate for trimming outside cash pockets.

Two tests were made, but the first not being satisfactory because not complete in some of its elements, has not been used. The second test by Foreman in Factory L gave the following results:

		min.
1. One coat, regular, no cash pocket	3.07	18.8
2. One coat, regular, with cash "	3.07	18.5
3. One coat, regular, D.S., with cash		18.7

As coat #2 was exceptionally easy it has not been used in fixing the rate. On the basis of #1 and #3 the rate should be \$6.00, and this rate is ordered to be effective provisionally for coats with outside cash pockets.

James Mullerbach.

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The following are the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1910.

Mr. J. P. Morgan	Chairman
Mr. C. D. Walcott	President
Mr. W. A. Hewitt	Secretary
Mr. J. D. Rockefeller	Member
Mr. J. C. Harriman	Member
Mr. J. B. Clark	Member
Mr. J. E. Smith	Member
Mr. J. H. Morgan	Member
Mr. J. F. Wallcut	Member
Mr. J. W. Aldrich	Member
Mr. J. M. McKim	Member
Mr. J. R. Thompson	Member
Mr. J. A. C. Reade	Member
Mr. J. B. Condit	Member
Mr. J. C. Davis	Member
Mr. J. E. Fox	Member
Mr. J. H. Glavin	Member
Mr. J. L. Keene	Member
Mr. J. M. Lusk	Member
Mr. J. P. Quinn	Member
Mr. J. R. Tracy	Member
Mr. J. W. Wadsworth	Member
Mr. J. Z. Taylor	Member

The following are the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1910.

Page 101

Heard January 17; decided January 20, 1920

Amalgamated represented by Mr. Levin and Mr. Di Novi; the firm by Mr. Haylett.

Complaint by the Union that Julia Gianwki, Rose Ditone, and Josephine Jankowiak, jcker sewers in the cutting room, had been discharged without sufficient cause. Their reinstatement with pay for time lost requested.

The firm's answer to the complaint is that, after notice, these girls, all under 16 years of age, had been discharged under a rule adopted by the company some months since (1) not only to hire no one under 16, but also (2) to discharge those - some 25 - then employed, who had not reached that age. This was determined upon with the understanding that the Union did not accept as members those under sixteen and because of the legislation relating to the employment of such minors. The State law forbids the employment of females under 16 for more than 8 hours per day and in occupations in which they must stand while at work. It also requires a school certificate to be filed in all such cases. The federal law (the revenue law approved February, 1919) imposes an additional tax of ten per cent on the entire net income for the year of a firm employing a minor under 16 for more than 8 hours per day or for more than six days a week at any time during the year. This limitation of 8 hours per day upon the employment of those under 16 is inconvenient and difficult to enforce when overtime is being more or less regularly worked by the cutters. Finally, beginning in 1921, a federal law will require provision for the continuation schooling of such minors.

The facts in this case were presented without witnesses. It is a matter of record that one of these girls will be 16 on June 17, another on August 12, and the third on September 20, next. In the order just mentioned, they had been employed continuously since May 15, June 3, and July 18, 1919, respectively. Investigation by the Chairman of the Trade Board shows that they were employed putting threads through cloth as cut and then clipping these threads. This involves moving from one cutting table to another after short intervals, ten girls doing this work in a shop employing 160 cutters. The three and the older females had been provided with portable stools so that they might work seated, but because of the inconvenience involved in moving the stools in and out between the cutting tables, they are scarcely ever used.

There is no difference of opinion between the firm and the Union over that part of the company's rule not to hire girls under 16. With this part of the rule however, the Trade Board has nothing to do in this case. The only question before the Board is whether once these girls were given lawful employment, they may be discharged except for cause connected with their work and behavior. The Union objects to the discharge in these cases because the girls will be 16 in a short time, because there is no expectation that they will return to school, and because at least one of them has others dependent upon her earnings.

Board January 14, decided January 20, 1930

Amalgamated represented by Mr. Levin and Mr. H. Novak; the firm by Mr. Haylett.

Complaint by the Union that Louis Gluski, Rose Dittone, and Josephine Laskowski, former members of the cutting room, had been discharged without notice. Their reinstatement with pay for time lost requested.

The firm's answer to the complaint is that, after notice, these girls, all under 18 years of age, had been discharged under a rule adopted by the company some months since (1) not only to hire no one under 18, but also (2) to discharge those - some 25 - then employed, who had not reached that age. This was determined upon with the understanding that the Union did not accept as members those under sixteen and because of the legislation relating to the employment of such minors. The State law forbids the employment of females under 16 for more than 8 hours per day and in occupations in which they must stand while at work. It also requires a school certificate to be filed in all such cases. The Federal law (the revenue law approved February, 1930) imposes an additional tax of ten per cent on the entire net income for the year of a firm employing a minor under 16 for more than 8 hours per day or for more than six days a week at any time during the year. This limitation of 8 hours per day upon the employment of those under 16 is inconvenient and difficult to enforce when overtime is being more or less regularly worked by the cutters. Finally, beginning in 1931, a Federal law will require provision for the continuation schooling of such minors.

The facts in this case were presented without witnesses. It is a matter of record that one of these girls will be 16 on June 14, another on August 13, and the third on September 20, next. In the order just mentioned, they had been employed continuously since May 15, June 8, and July 18, 1929, respectively. Investigation by the Chairman of the Trade Board shows that they were employed putting threads through cloth as cut and then clipping these threads. This involves moving from one cutting table to another at short intervals. Ten girls doing this work in a shop employing 100 cutters. The three and the older females had been provided with portable stools so that they might work seated, but because of the inconvenience involved in moving the stools in and out between the cutting tables, they are scarcely ever used.

There is no difference of opinion between the firm and the Union over that part of the company's rule not to hire girls under 16. With this part of the rule, however, the Trade Board has nothing to do in this case. The only question before the Board is whether once these girls were given lawful employment, they may be discharged except for cause connected with their work and behavior. The Union objects to the discharge in these cases because the girls will be in a short time, because there is no expectation that they will return to school, and because at least one of them has other dependents upon her earnings.

TRADE BOARD CASE # 51 (continued)

While regretting that young persons by choice enter industry or of necessity must do so, the Trade Board finds that no law was being violated by their employment in this case. There has been no complaint of their work and behavior. The Trade Board therefore rules that they were not discharged for cause and should be reinstated. If work at which they can be conveniently seated at all times can be provided for them and it is satisfactory to the girls, of course the Trade Board will approve the substitution of such occupation for that in which they have been engaged. The reinstatement carries with it payment for time lost.

(Signed) H. A. Millie,

Chairman.

(Discharge)

While regretting that young persons by their own industry or of necessity must do so, the Trade Board finds that no law was being violated by their employment in this case. There has been no complaint of their work and behavior. The Trade Board therefore rules that they were not discharged for cause and should be reinstated. It was at which they can be conveniently located at all times can be provided for them and it is satisfactory to the public. Of course the Trade Board will approve the substitution of such occupation for that in which they have been engaged. The reinstatement carries with it payment for time lost.

(Signed) H. A. Miller,

Chairman.

(Discharge)

Decided January 21, 1920.

The Amalgamated represented by Mr. Glickman and Mr. Di Novi, the firm by Mr. Haylett.

Complaint by the Union that two sleeve-makers (Bess Novak and May Hausner) had some work returned to them to be fixed four weeks after it had been done. Request for payment for same.

The firm's answer to the complaint is that lot of 67 pairs of sleeves in question had been stitched $3/16$ instead of the $1/16$ inch called for by the instructions printed on the ticket and that to pay for the work a second time would be improper because the mistake resulted from a carelessness which the workers had shown frequently of late.

The evidence shows that the examiner of the work of the sleeve-makers examines only a part of the work in the course of his rounds of the sections. Mistakes of the kind here involved are sometimes not discovered until the sleeves are taken from the bin to be paired in. So it was in this case -- -- maybe two weeks, possibly longer, after the lot of sleeves had been made. The ticket on the lot carried the correct instructions and corresponded to that on the coats to which they belonged. The lot was ripped and pressed again and then re-made by the two workers. These workers objected to doing the work without pay on the ground that the lot was a large one and that they felt the mistake was due to instructions carried by a wrong ticket or wrong instructions given by another workman in the absence of a ticket. Occasionally tickets have been mixed, mistakes resulting, and the firm has paid for making the work right.

It is contended by the Union that the workers should be paid for doing the work a second time because of the long lapse of time before the lot was returned and because the firm had paid for work theretofore returned. It is not clear, however, that the firm had paid for work wrongly done because of failure to follow instructions. In the opinion of the Trade Board the nature of the operation is such in this case that the length of time between the performance of the work and a thorough examination makes no material difference. In its opinion mistakes due to the mixing of tickets by workers in other sections or to wrong instructions should be corrected at the firm's expense, but that mistakes due to failure on the part of the worker to follow the printed instructions on the proper ticket should be made good on the worker's time.

The important question in this case is, therefore, who was responsible for the mistake in this case. With reference to this, the evidence shows that the lot was very unusual in size for the particular time in question. Had the tickets been mixed, the workers in the next sections would be expected to complain, and had the bundle carried no ticket, the getting of oral instructions would likely be remembered. Everything points so decidedly, therefore, to the misreading of the printed instructions on the proper ticket, that the Trade Board denies the request for payment for fixing the work.

(Signed) H. A. Millis.

Chairman.

(New heading in index - Fixing work, pay for)

Decided January 21, 1930.

The Amalgamated represented by Mr. Olickman and Mr. Di Novi, the firm by Mr. Haylett.

Complaint by the Union that two sleeve-makers (Bess Novak and May Hammer) had some work returned to them to be fixed four weeks after it had been done. Request for payment for same.

The firm's answer to the complaint is that lot of 87 pairs of sleeves in question had been attached to the 1/16 inch called for by the instructions printed on the ticket and that to pay for the work a second time would be improper because the mistake resulted from a carelessness which the workers had shown frequently of late.

The evidence shows that the examiner of the work of the sleeve-makers examines only a part of the work in the course of his rounds of the sections. Mistakes of the kind here involved are sometimes not discovered until the sleeves are taken from the bin to be paired in. So it was in this case -- maybe two weeks, possibly longer, after the lot of sleeves had been made. The ticket on the lot carried the correct instructions and corresponded to that on the coats to which they belonged. The lot was ripped and pressed again and then re-made by the two workers. These workers objected to doing the work without pay on the ground that the lot was a large one and that they felt the mistake was due to instructions carried by a wrong ticket or wrong instructions given by another worker in the absence of a ticket. Occasionally tickets have been mixed, mistakes resulting, and the firm has paid for making the work right.

It is contended by the Union that the workers should be paid for doing the work a second time because of the long lapse of time before the lot was returned and because the firm had paid for work theretofore returned. It is not clear, however, that the firm had paid for work wrongly done because of failure to follow instructions. In the opinion of the Trade Board the nature of the operation is such in this case that the length of time between the performance of the work and a thorough examination makes no material difference in its opinion mistakes due to the mixing of tickets by workers in other sections or to wrong instructions should be corrected at the firm's expense, but that mistakes due to failure on the part of the worker to follow the printed instructions on the proper ticket should be made good on the worker's time.

The important question in this case is, therefore, who was responsible for the mistake in this case. With reference to this, the evidence shows that the lot was very unusual in size for the particular time in question. Had the tickets been mixed, the workers in the next sections would be expected to complain, and had the bundle carried no ticket, the getting of oral instructions would likely be remembered. Everything points so decidedly, therefore, to the missing of the printed instructions on the proper ticket, that the Trade Board denies the request for payment for fixing the work.

(Signed) H. A. Miller.

Chairman.

(New heading in index - Fixing work, pay for)

REHEARING

TRADE BOARD CASE # 30.

ALFRED DECKER & COHN

January 22, 1920.

This case, decided November 28, 1919, has been reheard upon the request of the firm and the Union. This is in accordance with the Trade Board's decision which stated that if experience showed that the established price for the basic lining in question was too low, a request for readjustment would be entertained. The parties in interest, in the light of experience, have agreed upon the following rates:

Full lined no clam including arm shields -- facings not piped	12.50
" " 1 " " " " " " "	13.50
" " 2 " " " " " " "	14.50

These rates are approved by the Trade Board as a revision of its earlier order.

(Signed) H. A. Millis.

Chairman.

(New work; prices and wages; rehearings)

Decided January 23, 1920,

The Amalgamated represented by Mr. Levin and Mr. Schultz, the firm by Mr. Price and Mr. Gorman.

Complaint by Union that a contracting firm manufacturing coats for this firm had been dispensed with and that the new contractor had not given employment to some forty workers who, because of their expectations, had held themselves in readiness to take the same. Requested that these workers be reinstated in their employments in this coat shop.

The facts developed at the hearing are, briefly, as follows: The John C. Gorman Co. maintains a cutting room but sends its coats, vests and trousers out to be made up by contractors. During the season recently closed, it had had its coats made under contract with Breheny and Del Bello, who had also done some work for a second firm. These men operated in a shop on the fourth floor of the premises occupied by John C. Gorman Co. The company had provided them with space and power without charge, the contractors hiring, supervising and paying the operatives. The contract between the house and the contractor was a verbal one, and, renewed from time to time, had run for some five years. Under this contract the firm has paid so much per coat. The price had formerly been set by bargaining but during the last season had been the original price plus such sums as were necessary to offset increased labor cost resulting from wage adjustments. The labor manager for Gorman & Co. had conferred with the deputy about these adjustments; new prices were reported to the company by the deputy as a basis for readjusted contract prices. Recently the quality of work done has been so poor that the company had to make a change. It gave notice to the contractors that the contract (which might be terminated at will) would not be continued, and that they should vacate the shop. The firm purchased their machinery, and ordered more machinery to equip the shop more adequately.

The workers in the Breheny and Del Bello shop learned of the cancellation of the contract about two weeks before the force was disbanded. Upon the advice of the deputy, the shop chairman and two others, as a committee, went to see Mr. Gorman. The reports as to what was said at this conference vary. The workers state that they were working for Gorman; that Mr. Gorman stated that he would put in a shop of his own or get a new contractor at an early date; that they had an understanding that they would then be given employment; that they had held themselves in readiness to take the employment. Mr. Gorman states that he told them that he would do nothing to take them away from the contractor for whom they had been working, but that if they wanted work when the shop was ready he would see them -- or words to that effect.

What happened was that a man employed by a clothing house became a contractor for the Gorman Co. with the same kind of contract as that with Breheny and Del Bello except that the company now furnishes the machinery as well as the space and the power. The contractor has begun work, drawing his labor largely from other houses, employing a few but giving no employment to most of those theretofore in the shop.

Decided January 28, 1932

The Amalgamated represented by Mr. Levin and Mr. Schmitt, the firm of Mr. Price and Mr. Gorman.

Complaint by Union that a contracting firm manufacturing coats for the firm had been dismissed with and that the new contractor had not given employment to some forty workers who because of their expectations had held themselves in readiness to take the work. Requested that these workers be reinstated in their employment in this coat shop.

The facts developed at the hearing are, briefly, as follows: The John C. Gorman Co. maintains a working room but rents its coats, vests and trousers out to be made up by contractors. During the season recently closed, it had had its coats made under contract with Brodsky and Del Bell, who had also done some work for a second time. These men operated in a shop on the fourth floor of the premises occupied by John C. Gorman Co. The company had provided them with space and power without charge. The contractors during supervising and paying the operatives. The contract between the house and the contractor was a verbal one, and covered from the time the shop was for some five years. Under this contract the firm was to make the coats. The price had formerly been set by bargaining but during the last season had been the original price plus such time as was necessary to offset the increased cost resulting from wage adjustments. The last season for Gorman & Co. had contracted with the company about these adjustments; new prices were reported to the company by the company as a basis for readjusted contract prices. Recently the quality of work done had been so poor that the company had to make a change. It gave notice to the contractor that the contract (which might be terminated at will) would not be continued, and that they should vacate the shop. The firm purchased their machinery, and ordered more machinery to equip the shop more adequately.

The workers in the Brodsky and Del Bell shop learned of the cancellation of the contract about two weeks before the shop was dismantled. Upon the advice of the dealer, the shop chairman and the price as a committee, went to see Mr. Gorman. The reports as to what was said at this conference vary. The workers state that they were working for Gorman, that Mr. Gorman stated that he would put in a shop of his own or get a new contractor as an early date. That they had an understanding that they would then be given employment; that they had held themselves in readiness to take the work. Mr. Gorman stated that he told them that he would do nothing to give them work from the contract for whom they had been working, but that he had wanted work when the shop was ready he would see them -- or words to that effect.

What happened was that a man employed by a clothing house became a contractor for the Gorman Co. with the same kind of contract as that with Brodsky and Del Bell, except that the contract was for the machinery as well as the space and the work. The contractor had been working for some time, largely from other houses, employing a few but giving no employment to most of those who were in the shop.

TRADE BOARD CASE # 53 (continued)

The case has been extensively argued. The Gorman Co. contends that its responsibility ends with its pay-roll; that the contractor hires, supervises and pays his help; that it has no responsibility for those operating on its coats because it has no authority over them; that the contractor is not its agent but an independent firm engaged in business for profit, making or losing money as the case may be. The Union contends, on the other hand, that the contractor is, under the agreement, merely an agent of the company, and in effect an employee on commission, for his wage bills are carried into the contract price. It contends, moreover, that it has agreements only with the manufacturers, not the contractors, these agreements being for the protection of the workers operating on their wares, whether these workers are in inside or in outside shops. It calls attention to numerous cases in which it has protected firms against contractors or firms have stood responsible for their contractors. Finally, it points to the fact that if the firms are not responsible for their contractors and really not the employers of the labor in outside shops, there is no control over them under the agreement and grievances are to be met only by direct action.

The contention of the one is, then, that the manufacturer's responsibility in labor matters does not extend beyond his pay-roll; the contention of the other is that the manufacturer's responsibility accompanies his work into the outside shop and extends to all workers who have to do with it.

A general decision with reference to the issue here raised would be of far-reaching consequences. In this case, however, no general decision is required. In this particular case the company provides so much of the capital required and has its work done under a contract of such a nature that the contractor can scarcely be said to be an independent business man and an employer. Both of the contractors - the old and the new - are to be regarded rather as the agents of the Gorman Co. Not only this; to hold otherwise would be to invite chaos. The Trade Board, therefore, holds that the workers theretofore in the shop should be reinstated in the shop. If it should transpire that a desirable product is not obtained from the workers, the Trade Board will take any action necessary to protect the firm's interests.

(Signed) H. A. Millis.

Chairman.

(Enter under new headings to be inserted in index - "Contractors, responsibility for," "Right to work in old shop.")

The case has been extensively argued. The German Co. contends that its responsibility ends with the pay-roll; that the contractor hires, supervises and pays his help, that it has no responsibility for those operating on its site because it has no control over them; that the contractor is not its agent but an independent firm engaged in business for profit, making or losing money as the case may be. The Union contends on the other hand, that the contractor is, under the agreement, merely an agent of the company, and in effect an employee on commission, for his wage bill is carried into the contract price. It contends, moreover, that its agreement only with the manufacturers, not the contractors, these agreements being for the protection of the workers operating on their sites, whether these workers are in inside or in outside shops. It calls attention to numerous cases in which it has protected firms against contractors or firms have stood responsible for their contractors. Finally, it points to the fact that if the firms are not responsible for their contractors and really not the employers of the labor in outside shops, there is no control over them under the agreement and grievances are to be met only by direct action.

The contention of the one is, that, that the manufacturer's responsibility in labor matters does not extend beyond his pay-roll; the contention of the other is that the manufacturer's responsibility encompasses the work into the outside shop and extends to all workers who have to do with it.

A general decision with reference to the issue here raised would be of far-reaching consequences. In this case, however, no general decision is required. In this particular case the company provides so much of the capital required and has the work done under a contract of such a nature that the contractor can scarcely be said to be an independent business man and an employer. Both of the contractors - the old and the new - are to be regarded rather as the agents of the German Co. Not only this, to hold otherwise would be to invite shops. The Trade Board, therefore, holds that the workers themselves in the shop should be maintained in the shop. It is should recognize that a specific product is not obtained from the workers, the Trade Board will take any action necessary to protect the firm's interests.

(Signed) H. A. Miller

Chairman

Enter under new heading to be inserted in index - "Contractors' responsibility for" "Right to work in old shop"

Decided January 24, 1920.

The Amalgamated represented by Mr. Wilner, the firm by Mr. Price and Mr. Bishop.

Complaint by the Union that this special order house has been and is making ready-made garments involving more work than the special orders. Request for a readjustment of the price for pocket-making on ready-mades.

The complaint was filed with the Trade Board January 10 and the case heard January 12. Supplementary data were then requested. The time required for the collection of these and attempted negotiation account for the delay in the Trade Board's finding.

The data presented show that since the first of December the ready-made work has been an important part of the business, rising to about 40 per cent of the total for the week ending January 10. The evidence shows that there have been no specifications for either the special orders or the ready-mades. At one time there was a conference in which better work and a higher price for the ready-mades was discussed. Finally, however, the production manager took the position that he wanted the same quality of work on the ready-made and the special and that the same price should apply. His position and instructions have remained unchanged. The pocket-makers and the shop chairman testify, however, that the foreman has asked for better work on the ready-made garments, stating when examining work that this was ready-made and he wanted better work, especially on seams and arm-hole tape. This is virtually admitted by the foreman.

The Trade Board is convinced that there has been a difference in the work which would call for a differential for pocket-making on the ready-made garments. Just what this should be is difficult to determine because of holidays, coal shortage, and an unsatisfactory condition in the pocket-making section. The Trade Board's judgment, in view of earnings per hour of representative workers for comparable weeks, is, however, that this differential should be ten per cent. Hence such a differential for pocket-making on ready-mades is ordered, effective from January 10, when the complaint was filed.

While ordering the payment of this differential, the Trade Board hopes that the management and union will agree upon specifications, so that scientific rate-making will be more nearly possible.

(Signed) H. A. Millis

Chairman.

(Differentials; quality of work, changes in and prices)

Filed January 24, 1930.

The Amalgamated represented by Mr. Wilson, the Union by Mr. Price and Mr. Bishop.

Complaint by the Union that this special order bonus has been paid as making ready-made garments involving more work than the special order. Request for a readjustment of the price for pocket-making on ready-made.

The complaint was filed with the Trade Board January 10 and the case heard January 12. Supplementary data were then requested. The data requested for the collection of data and attempted negotiation account for the delay in the Trade Board's finding.

The data presented show that since the first of December the ready-made work has been an important part of the business, rising to about 40 per cent of the total for the week ending January 10. The evidence shows that there have been no special orders for either the special order or the ready-made. At one time there was a conference in which better work and a higher price for the ready-made was discussed. Finally, however, the production manager took the position that he wanted the same quality of work on the ready-made and the special and that the same price should apply. His position and justification have remained unchanged. The pocket-makers and the key chain makers, however, that the foreman has asked for better work on the ready-made garments, stating when examining work that this was ready-made and he wanted better work, especially on seams and arm-hole tape. This is vitally admitted by the foreman.

The Trade Board is convinced that there has been a difference in the work which would call for a differential for pocket-making on the ready-made garments. Just what this should be is difficult to determine because of holidays, coal shortage, and an unnecessary condition in the pocket-making section. The Trade Board's judgment, in view of carrying out hours of representative workers for comparable work, is, however, that this differential should be ten per cent. Hence such a differential for pocket-making on ready-made is ordered, effective from January 10, when the complaint was filed.

This ordering the payment of this differential, the Trade Board hopes that the management and union will agree upon specifications, so that scientific rate making will be more nearly possible.

(Signed) H. A. MILLER

Chairman.

(Differential: quality of work, changes in and prices)

TRADE BOARD CASE # 55.

M. BORN & COMPANY.

Decided January 24, 1920.

The Amalgamated represented by Mr. Mirimpietri and Mr. Kristan, the firm by Mr. Maddux.

Complaint by the Union that Fred Morelli, a brusher employed by this firm, had been transferred from week work to piece work, on a rate not negotiated with the Union, and that his earnings had been materially reduced in spite of increased production per hour. Readjustment of piece rate requested.

The firm's answer to the complaint was that the piece rate in question was that paid a brusher in another shop operated by it.

When the case was heard the question was raised as to whether a piece rate in one shop could be applied in another and the further question as to whether the operations were the same in the two shops. The Trade Board requested the two sides to ascertain whether or not the operations of the brushers in the two shops are the same. A report signed by the labor manager and Mr. Kristan was to the effect that they are not the same. The Trade Board then held that there was no piece rate properly adopted for this worker and requested the parties in interest to try to agree upon a proper price. They now agree upon a rate of $7\frac{1}{2}$ cents (this to be added to in accordance with the award effective December 15, 1919). They also agree that this rate should be retroactive to the time the worker was placed upon piece work. The agreement thus arrived at is approved by the Trade Board.

(Signed) H. A. Millis.

Chairman.

(Collective bargaining, scope of; new heading "piece prices")

Printed January 24, 1930.

The assignment represented by Mr. Kristman and Mr. Kristman, the firm by Mr. Kristman.

Complaint by the Union that Fred Novell, a printer employed by this firm, had been transferred from week work to piece work, on a rate not negotiated with the Union, and that his earnings had been materially reduced in spite of increased production per hour. Request for piece rate.

The firm's answer to the complaint was that the piece rate in question was that paid a printer in another shop operated by it.

When the case was heard the question was raised as to whether a piece rate in one shop could be applied in another and the further question as to whether the operations were the same in the two shops. The Trade Board requested the two sides to ascertain whether or not the operations of the printer in the two shops are the same. A report signed by the labor manager and Mr. Kristman was to the effect that they are not the same. The Trade Board then held that there was no piece rate properly adopted for this worker and requested the parties in interest to try to agree upon a proper piece rate. They now agree upon a rate of 7 1/2 cents (this to be added to an allowance for the award effective December 15, 1929). They also agree that this rate should be retroactive to the time the worker was placed upon piece work. The agreement thus arrived at is approved by the Trade Board.

(Signed) H. A. Miller.

Chairman.

(Collective bargaining, scope of new heading "piece prices")

SUPPLEMENTARY NOTE.

This case came before the Trade Board in the following communication:

Petition to the Trade Board:

The company petitions the Trade Board to adjust the dispute in Factory B as to the piece-work rate for finishing link cuffs as per specification, #90.

There is no dispute as to the validity of the price, but inasmuch as it was not applied to the shop at the time that the price was made on account of difficulty with quality, etc., the union are indisposed to recognize its validity, and the Trade Board is therefore appealed to to pass upon this point and to indicate the proper procedure. Inasmuch as this matter is being held for decision, we petition that it be made a matter of immediate decision.

E. D. Howard.

Hearing January 24th, 1920.

The facts in the case are not in dispute. The piece-work rate for finishing link cuffs was duly set by the Rate Committee. The rate was applied in Factory C, Factory J and Factory A (recently). In Factory B there was some objection by the people to the rate, but the Rate Committee specially instructed the labor manager to enforce the rate. It was anticipated by the labor manager that there would be no stoppage, but the Rate Committee told him the rate was to be insisted upon no matter what the consequences. In addition to this instruction he was also directed by the head of the labor department to be sure to enforce the rate. Despite these positive instructions the labor manager in some unaccountable way did not enforce the rate. He gave the coats in question to two girls in the section, one of these the shop chairlady who worked on the coats as per instruction of the Rate Committee. As more coats came into the shop, these two girls could not handle them and the other girls refused to do them at the piece-work rate. This work was done at hour rates.

The Union points out that this was a deliberate ignoring of the Rate Committee, as there was no possibility of misunderstanding their instructions, and they ask that the labor manager be reprimanded and fined, and that the work in all shops be placed on hour rates until the rate

EXHIBITARY NOTE.

This case came before the Trade Board in the following circumstances:

Petition to the Trade Board:

The company petitioned the Trade Board to adjust the charges in January 1920 as to the place of work for finishing the goods as per specification, 190.

There is no dispute as to the validity of the price, but inasmuch as it was not applied to the goods at the time that the price was made on account of difficulty with quality, etc., the union was induced to withdraw its petition, and the Trade Board in therefore appeared to be upon this point and to indicate the proper procedure. Inasmuch as this matter is being held for decision, no petition that it be made a matter of immediate decision.

R. D. Howard.

Hearing January 28th, 1920.

The facts in the case are not in dispute. The place-work rate for finishing link ends was duly set by the Trade Board. The rate was applied in January 1920, and January 1 (presently). In January 1920 there was some objection by the people to the rate, but the Trade Board specially instructed the labor manager to enforce the rate. It was anticipated by the labor manager that there would be no objection, but the labor manager told him the rate was to be insisted upon no matter what the consequences. In addition to this instruction he was also directed by the head of the labor department to be sure to enforce the rate. Despite these positive instructions the labor manager in some instances did not enforce the rate. He gave the goods in question to the girls in the section, one of these girls who usually was worked on the same as the laborer of the Trade Board. He gave some girls into the shop these two girls could not handle them and the other girls refused to do them at the place-work rate. This work was done at home.

The Union petitioned the Trade Board to adjust the charges in January 1920 as to the place of work for finishing the goods as per specification, 190. The labor manager is requested to show that the work in all cases be done at home.

#909.

can again be fixed by the Committee. The Union contends that the rate is not satisfactory in any of the shops.

The company admits that the labor manager neglected to enforce the rate but holds that the rate in the other shops where it is in force should not be withdrawn but should remain as it is until it is reviewed by the committee.

In this case the failure of the company to enforce the rate is so conspicuous and has damaged the prestige of the Rate Committee in such a way that the Trade Board finds that some special penalty is necessary, and therefore directs that the present rate be cancelled, the work to be done on hour-work rates until new rate is fixed by Rate Committee. The Rate Committee is to proceed at its earliest convenience to make a new rate for the operation.

James Mullenbach.

can again be fixed by the committee. The union contends that the rate is not satisfactory in any of the shops.

The company insists that the labor market is not so tight as it was in the past and that the rate should be reduced. It is in force should not be withdrawn but should remain as it is until it is reviewed by the committee.

In this case the failure of the company to enforce the rate is so conspicuous and has caused the prestige of the rate committee in such a way that the Trade Board finds that some special remedy is necessary, and therefore directs that the present rate be cancelled, the work to be done on new work rates until new rates are fixed by the committee. The rate committee is to proceed at its earliest convenience to make a new rate for the operation.

James Buchanan.

1/29/20

Case #914

Petition by Union for reinstatement of two
underseam pressers, Shop 4.

James Donato, #4060
Theo Twardy, 4061

These men were suspended for refusal to perform certain work at a rate of .92 per 100. The work in question was of light-weight goods which the company claimed had a rate of .92 per 100, and the union claimed that \$1.38 had been applied for the work. The Union admitted that the .92 rate existed but claimed it had never been applied in Shop 4.

An examination of the piece-work rates as they appear on the pay roll discloses that as far back as December 1918 the \$1.38 rate was used. It so happens, however, that the \$1.38 rate at that time was .92. This .92 rate when increased by percentages of increase awarded since that time now equals \$1.38. It seems likely that this coincidence will account for the contention of the timekeepers that they had paid the .92 rate.

In view of the evidence, the Trade Board directs that the two men be reinstated with back pay for time lost during the period of suspension.

James Mullenbach.

1/20/50

Case 4014

Exhibit A - Letter to the Commissioner of the
Internal Revenue Service, dated 1/20/50

James H. Brown, 1900
Third Street, S.W.

Dear Sir: I am writing you to advise that I have
been working at a rate of \$1.00 per hour. The work
in question was of light nature which the com-
pany claimed had a rate of \$1.00 per hour. The
union claimed that \$1.00 had been applied for the
work. The union advised that the \$1.00 rate applied
but claimed it had never been applied in Shop 4.

An examination of the time-work sheet for the
period of the last full day shows that at the end of
the day the \$1.00 rate was used. It is noted
however, that the \$1.00 rate at that time was \$1.00.
This rate was increased by agreement of the
union and the company since that time now stands at \$1.25.
It seems likely that this conference will account
for the contention of the employees that they had
paid the \$1.00 rate.

In view of the evidence, the Board finds that
that the rate was not reduced at the end of the day
last during the period of examination.

Handwritten: 2/10/20
#916

1/30/20

The union complains of violation of Section 8, Article 5, and Article 6 relating to trimmers.

The union claims that four cutters have been hired at a ~~lower~~ rate than they received at their last place of work. The men are -

Wm. Webb,	formerly received	\$41.00;	hired at	\$37.00
J. Geitle,	"	"	44.00	" " 42.00
L. Davis,	"	"	39.00	" " 37.00
W. Wakefield,	"	"	39.00	" " 37.00

The company contends the men were not experienced wholesale cutters and were therefore not entitled to the wage they had received at last place of work. The company also claimed that they had always paid a lower wage to special order cutters and others who were not experienced in wholesale cutting.

The issue in this case turns on the interpretation of the provision of the agreement relating to the hiring of cutters and trimmers and the compensation they are to receive.

Section 8, Article 5 reads:

"The salaries of experienced cutters who are employed temporarily shall for the first two weeks be at a rate not less than the salaries they received in their last position".

Article 6 relating to trimmers reads:

"The wages of experienced men shall be determined in the same manner as in the cutting room".

The union claims that the cutters in question are "experienced cutters", tho admitting that they ~~are~~ special order cutters. The company denies they are "experienced cutters" in the meaning of the agreement. It seems advisable to the Trade Board to refer the question to the Board of Arbitration for a ruling on whether the men are to be classified as "experienced cutters" within the agreement.

James Mullenbach.

Handwritten signature: JM

1/30/30

4012

The union complains of violation of Section 8, Article 8, and Article 8 relating to experience.

The union claims that four cutters have been hired at a lower rate than they received at their last place of work. The men are -

Mr. Webb, formerly received \$41.00; hired at \$37.00	"	"	"	"	"
J. Gelfe, " " " " " "	"	"	"	"	"
A. Davis, " " " " " "	"	"	"	"	"
M. Winkler, " " " " " "	"	"	"	"	"

The company contends the men were not experienced wholesale cutters and were therefore not entitled to the wage they had received at last place of work. The company also claims that they had always paid a lower wage to special order cutters and others who were not experienced in wholesale cutting.

The issue in this case turns on the interpretation of the provision of the agreement relating to the hiring of others and experience and the compensation they are to receive.

Section 8, Article 8 reads:

"The salaries of experienced cutters who are employed temporarily shall for the first two weeks be at a rate not less than the salaries they received in their last position."

Article 8 relating to experience reads:

"The wages of experienced men shall be determined in the same manner as in the cutting room."

The union claims that the cutters in question are "experienced cutters." The union admits that they are special order cutters. The company denies they are "experienced cutters" in the meaning of the agreement. It seems advisable to the Trade Board to refer the question to the Board of Arbitration for a ruling on whether the men are to be classified as "experienced cutters" within the agreement.

James W. Henschel.

Docket 1/6/90 HET

Hart Schaffner & Marx
Complaint or Suggestion

916

Union Deputy

Wm Rocco

1/6

1910

Received by

From

Complainant

Occupation

Cutting Trimming Factory

Statement:

Violating article 5 section 8 of the agreement also section 6 in the trimmers section

men were hired at a lower rate than they were receiving at the last place of employment

the following men

	Wm Walb	was rec.	41 ⁰⁰	hired at	37 ⁰⁰
	I Gentile	" "	44 ⁰⁰	" "	42 ⁰⁰
and	Li Davis	" "	39 ⁰⁰	" "	37 ⁰⁰
"	Mr. Wakefield	" "	39 ⁰⁰	" "	37 ⁰⁰

Refer to Bd 7 ad.

Investigated by deputies:

Date

Disposition by chief deputy for Company:

Date

Placed on docket for Trade Board by chief deputies:

Hart Schaffner & Marx
Complaint or Suggestion

2/10

Union Deputy

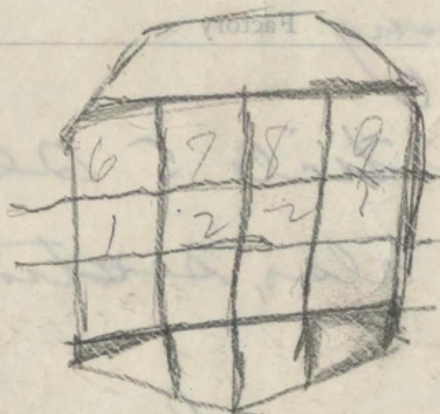
Received by

From

Complainant

Occupation

Statement



the following men
were receiving at the last place of employment
more than half at a lower rate than the
following men

Mr. Webb	4 1/2% paid at 3 1/2%
" "	4 1/2% " " 4 1/2%
" "	3 1/2% " " 3 1/2%
" "	3 1/2% " " 3 1/2%

Ref + Not 100

Investigated by deputies:

Disposition by chief deputy for Company:

Placed on docket for Trade Board by chief deputies:

Date

Date

6x
m
8
#916

1/30/20

2. Bd
916

The union complains of violation of Section 8, Article 5, and Article 6 relating to trimmers.

The union claims that four cutters have been hired at a lower rate than they received at their last place of work. The men are -

Wm. Webb,	formerly received	\$41.00;	hired at	\$37.00
J. Geitle,	"	"	"	" 42.00
L. Davis,	"	"	"	" 37.00
Wm Wakefield,	"	"	"	" 37.00

The company contends the men were not experienced wholesale cutters and were therefore not entitled to the wage they had received at last place of work. The company also claimed that they had always paid a lower wage to special order cutters and others who were not experienced in wholesale cutting.

The issue in this case turns on the interpretation of the provision of the agreement relating to the hiring of cutters and trimmers and the compensation they are to receive.

Section 8, Article 5 reads:

"The salaries of experienced cutters who are employed temporarily shall for the first two weeks be at a rate not less than the salaries they received in their last position".

Article 6 relating to trimmers reads:

"The wages of experienced men shall be determined in the same manner as in the cutting room".

The union claims that the cutters in question are "experienced cutters", tho admitting that they are special order cutters. The company denies they are "experienced cutters" in the meaning of the agreement. It seems advisable to the Trade Board to refer the question to the Board of Arbitration for a ruling on whether the men are to be classified as "experienced cutters" within the agreement.

James Mullenbach.

OK
MB

The following is a list of the names of the persons who have been employed by the company since the date of the formation of the company.

The names of the persons who have been employed by the company since the date of the formation of the company are as follows:

Mr. J. H. Smith	Formerly employed by the company since the date of the formation of the company.
Mr. J. H. Smith	Formerly employed by the company since the date of the formation of the company.
Mr. J. H. Smith	Formerly employed by the company since the date of the formation of the company.
Mr. J. H. Smith	Formerly employed by the company since the date of the formation of the company.
Mr. J. H. Smith	Formerly employed by the company since the date of the formation of the company.

The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company.

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Section 2. Article 2. Provisions

The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company.

Article 3. Provisions

The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company. The company has been organized since the date of the formation of the company.

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Witness my hand and seal this 30th day of January, 1940.

Case #917 1/30/20.

Petition by Union for reinstatement of
A. Brown, a cutter.

Brown was suspended for insolent language and
conduct.

It appears that the immediate cause of his
suspension and discharge was the result of an
unprovoked argument with the nurse in charge of
the dispensary room. The evidence is that he
behaved in a rude and insolent manner on this oc-
casion. A couple of months ago he had a similar
"argument" with the elevator girl and became so
discourteous and noisy that a salesman on the
elevator had to reprove him and made complaints
to the cutting room management that Brown had be-
haved disgracefully. On another occasion Brown
is on record as having apologized to a figureman
for using a most approbrious expression in
presence of girls.

Brown denies that he acted rudely or dis-
courteously on any of these occasions, but admits
he apologized to the figureman, not because he
had used the term, but in order to avoid sus-
pension.

After hearing the evidence the Trade Board
finds that the discharge was warranted and denies
the petition for reinstatement.

James Mullenbach.

Case #917 1/30/20

Petition by Union for reinstatement of
A. Brown, a sufferer,

Brown was suspended for insolent language and
conduct.

It appears that the immediate cause of his
suspension and discharge was the result of an
unprovoked argument with the nurse in charge of
the dispensary room. The evidence is that he
behaved in a rude and insolent manner on this oc-
casion. A couple of months ago he had a similar
"argument" with the elevator girl and became so
disorderly and noisy that a salesman on the
elevator had to report him and make complaints
to the cutting room management that Brown had be-
haved disgracefully. On another occasion Brown
is on record as having apologized to a fireman
for using a most appropriate expression in
presence of girls.

Brown denies that he acted rudely or dis-
courteously on any of these occasions, but admits
he apologized to the fireman, not because he
had used the term, but in order to avoid sus-
pension.

After hearing the evidence the Trade Board
finds that the discharge was warranted and denies
the petition for reinstatement.

James Williamson