

#938

2/4/20

The union complains that three trimmers did not receive the 20% increase as per the award of Dec. 22. The three men are E. Fox, H. Himmelman and S. Rosenberg.

1. In the case of E. Fox, it is known to the Trade Board that he was discharged sometime ago from the tailor shops but because of long service with the company he was given a new chance to learn trimming. He is, therefore, an "inexperienced worker" in the terms of the award and not entitled to the increase.

2. H. Himmelmann admits that he never worked as a trimmer until he came to Hart Schaffner & Marx, tho he had worked for a short time as a cutter at Rosenwald & Weil's. He also as an "inexperienced trimmer" is not entitled to the increase.

3. Sam Rosenberg. Claims he worked for three months in New York City and two months in Chicago as a trimmer, but was unable to furnish any reasonable evidence as to his work and his claim for the increase is not allowed.

James Mullenbach.

2/4/20

#938

The union complains that three trimmers did not receive the 10% increase as per the award of Dec. 22. The three men are E. Fox, H. Himmelmann and S. Rosenberg.

1. In the case of E. Fox, it is known to the Trade Board that he was discharged sometime ago from the tailor shops but because of long service with the company he was given a new chance to learn trimming. He is, therefore, an "inexperienced worker" in the terms of the award and not entitled to the increase.

2. H. Himmelmann admits that he never worked as a trimmer until he came to Hart Schaffner & Marx, who he had worked for a short time as a cutter at Rosenwald & Wells. He also as an "inexperienced trimmer" is not entitled to the increase.

3. Sam Rosenberg. Claims he worked for three months in New York City and two months in Chicago as a trimmer, but was unable to furnish any reasonable evidence as to his work and his claim for the increase is not allowed.

James Mullerbach.

Baker was suspended for threatening an examiner and for unbecoming conduct in the shop.

The examiner had come to Baker's place and taken a forepart to examine; while examining it he was called away and placed the forepart under his arm as he walked away. Whereupon, Baker got up and snatched the garment from the examiner. An altercation ensued and Baker reported the trouble to the shop chairman and the examiner reported to the foreman. The four came together at Baker's place and the shop chairman suggested that the discussion of the matter be laid over until all the parties had quieted down. The examiner, however, insisted he would not leave until Baker was suspended. And thereupon Baker said he would slap his face if he did not get out. The suspension followed.

The Union attempted to show by certain evidence that the trouble between the examiner and Baker grew out of Baker's resentment at certain remarks that the examiner had made to the timekeeper about a quarter of an hour before the altercation over the forepart. While this evidence reflected seriously on the conduct of the examiner, the trade board is unable to find any direct connection between the two events.

Up to the present time there has been nothing in the record against Baker, and considering all the circumstances surrounding the suspension, the Trade Board finds that discharge would be too severe for the offense and directs reinstatement, without back pay.

JAMES MULLENBACH

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Up to the present time there has been nothing in the record against Baker, and considering all the circumstances surrounding the suspension, the Trade Board finds that discharge would be too severe for the offense and directs reinstatement, without back pay.

JAMES MULLENBACH

#920

Petition by people for reinstatement
of Morris Baker, a backer.

The Trade Board directs that Baker be
reinstated without back pay to begin work
Thursday morning, Feb. 12, 1920.

James Mullenbach.

4930

Petition by people for reinstatement

of Morris Baker, a baker.

The Trade Board directs that Baker be

reinstated without back pay to begin work

Thursday morning, Feb. 12, 1930.

James W. Millerbach.

#920

2/12/20.

Supplementary Note.

Susina was suspended for refusing to shape the bottom on certain coats, alleging they were crooked and could not be shaped. The shop chairman had asked to have the coats held for investigation but the management refused and suspended Susina.

An examination of the coats in question disclosed the fact that eleven of them could be shaped and five of them required bushelling before being shaped.

A rule was agreed to that the shapers were to refer coats to the examiner that appeared to them to have crooked bottoms. If the examiner required the shaper to shape any coat thus turned over to him by the shaper, the shaper, if he saw fit, could require that the coat be held for investigation in regular manner thru the shop chairman.

Because Susina was suspended while asking that coats be held for investigation the Trade Board directed that he be reinstated with back pay for time lost on account of suspension.

James Mullenbach.

2/12/50

1950

Supplementary Note.

During was suggested for refusing to shape the bottom on certain coats, alleging they were crooked and could not be shaped. The shop chairman had asked to have the coats held for investigation but the management refused and suspended during.

An examination of the coats in question disclosed the fact that eleven of them could be shaped and five of them required bushelling before being shaped.

A trial was agreed to that the shopmen were to refer coats to the examiner that appeared to them to have crooked bottoms. If the examiner required the shopmen to shape any coat thus turned over to him by the shopmen, the shopmen, if he saw fit, could require that the coat be held for investigation in regular manner thru the shop chairman.

Because during was suspended while asking that coats be held for investigation the State Board directed that he be reinstated with back pay for time lost on account of suspension.

James Hollenbach.

#922

2/12/20.

Petition by union in behalf of trimmers - Factory A.

A dispute arose as to the method of trimming shady lots. The trimmers were willing to trim as they had the previous season when they worked on sack coats, or to trim as other sack coat shops were trimming.

The management wished to have the coats trimmed by use of thread marks and shady tickets combined.

After three hours the management agreed to have coats trimmed the same as in the other shops, as they could not reach the union deputies.

The union asks pay for this on the ground that the company's time order had no sanction in this present universal practice of the shops.

The company objects to paying for time lost during a stoppage.

After hearing the evidence the Trade Board finds no ground for allowing pay for time lost under these circumstances. At the same time the Trade Board finds that the company's management ought to have informed itself as to the method of trimming shady lots before issuing orders that were afterwards found and admitted not to be properly sanctioned.

James Mullenbach.

2/12/20.

1922

Petition by union in behalf of trimmers - Factory A.

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James Mullerbach.

#923

2/12/20.

Petition by union for pay for Bertha Wolff during period of suspension.

The girl was suspended at 2 P.M. one day and reinstated at 10:30 A.M. the next day. She was suspended for coming late at lunch hour, and for refusing to go down stairs to the superintendent when directed to do so by the labor manager.

The union claims the girl was not required to go downstairs to the superintendent; that if he wished to see her he should come to the floor where she worked; that the superintendent had adopted a policy of calling people to his office from various floors of the building, and by the length of his interviews as well as by the distance from the work place, the practice was causing the people to lose money. This girl worked in the second floor. The union did not deny that she had been late after the lunch hour, or that she had refused to go to the superintendent.

After hearing the evidence the Trade Board finds no ground for allowing the pay during the suspension period. The girl should have gone to the superintendent when directed to do so. She was tardy and he had a right to interview her about it at his office. If she believed that the superintendent was misusing his authority by prolonging the interview beyond what was reasonable or otherwise taking advantage of the situation she could bring complaint. If the union desires to build the power or authority of the superintendent in regard to calling people to his office, that can only be done by an order of the Board of Arbitration. As yet there is nothing in the agreement or previous rulings which limits the authority of the superintendent in this respect in any degree.

James Mullenbach.

2/12/20.

#923

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After hearing the evidence the Trade Board finds no ground for allowing the pay during the suspension period. The girl should have gone to the superintendent when directed to do so. She was tardy and he had a right to interview her about it at his office. If she believed that the superintendent was mistreating his authority by prolonging the interview beyond what was reasonable or other wise taking advantage of the situation she could bring complaint. If the union desires to build the power or authority of the superintendent in regard to calling people to his office, that can only be done by an order of the Board of Arbitration. As yet there is nothing in the agreement or previous rulings which limits the authority of the superintendent in this respect in any degree.

James Mulholland.

Petition by union in behalf of certain finishers and armhole basters.

The union asks compensation for these workers on the ground that they suffered a half day's lay off while non-union and apprentice girls were kept at work in the shop.

The company does not deny that these workers were laid off but claims that in retaining the others no special loss to the people occurred because the apprentices who remained in the shop could finish only one or two coats for the half day, and this would be an insignificant loss to the people; while if they had been laid off, the apprentices would have quit.

The action of the company was clearly against the provision of the agreement giving the preference to union people but the disadvantage in this case was rather slight and in some degree can be made good by equalizing the time later for those girls who were laid off. The following are the finishers who were laid off and who are entitled to equalization of the time:

#1371 M. Baronela
1372 Car. Cormela
1379 J. Barone
1386 J. Markavich
1392 K. Adamczyk
1389 Bessie Romos
1394 L. Raymer
1398 G. Cauliono
1403 J. Pricione
1430 A. Biogi
1434 Emma Kuko

The arm-hole basters are:

#1130 Elizabeth
1325 J. Huss
1326 Nellie Kadodzie
1327 Mary Malotka
1329 Minnie Nastella
1331 Lina Yates
1332 K. Dulus
1334 Mary Prouge
1336 M. Schaffer
1337 Mary Drendel
1340 H. Malnowsky
1341 S. Marengha
1342 R. Bellands
1343 Opzp
1348 M. Paccelones

James Mullenbach.

Petition by union in behalf of certain finishers and
armhole beaters.

The union asks compensation for these workers on the
ground that they suffered a half day's lay off while non-
union and apprentice girls were kept at work in the shop.

The company does not deny that these workers were
laid off but claims that in retaining the others no special
loss to the people occurred because the apprentices who re-
mained in the shop could finish only one or two coats for
the half day, and this would be an insignificant loss to
the people; while fifteen had been laid off, the appren-
tices would have quit.

The action of the company was clearly against the
provision of the agreement giving the preference to union
people but the disadvantage in this case was rather slight
and in some degree can be made good by equalizing the time
later for those girls who were laid off. The following
are the finishers who were laid off and who are entitled
to equalization of the time:

1371 H. Barons
1372 G. Barons
1373 J. Barons
1386 J. Markavich
1392 K. Markavich
1393 H. Markavich
1394 L. Rayner
1398 G. Gaulton
1403 J. Friction
1430 A. Bick
1434 H. Kulo

The arm-hole beaters are:

1150 Elizabeth
1385 J. Huan
1386 H. Kudo
1387 H. Kudo
1388 H. Kudo
1389 H. Kudo
1391 H. Kudo
1392 K. Kudo
1393 H. Kudo
1394 H. Kudo
1395 H. Kudo
1396 H. Kudo
1397 H. Kudo
1398 H. Kudo
1399 H. Kudo
1400 H. Kudo
1401 H. Kudo
1402 H. Kudo
1403 H. Kudo
1404 H. Kudo
1405 H. Kudo
1406 H. Kudo
1407 H. Kudo
1408 H. Kudo
1409 H. Kudo
1410 H. Kudo
1411 H. Kudo
1412 H. Kudo
1413 H. Kudo
1414 H. Kudo
1415 H. Kudo
1416 H. Kudo
1417 H. Kudo
1418 H. Kudo
1419 H. Kudo
1420 H. Kudo
1421 H. Kudo
1422 H. Kudo
1423 H. Kudo
1424 H. Kudo
1425 H. Kudo
1426 H. Kudo
1427 H. Kudo
1428 H. Kudo
1429 H. Kudo
1430 H. Kudo
1431 H. Kudo
1432 H. Kudo
1433 H. Kudo
1434 H. Kudo
1435 H. Kudo
1436 H. Kudo
1437 H. Kudo
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1439 H. Kudo
1440 H. Kudo
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1444 H. Kudo
1445 H. Kudo
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1451 H. Kudo
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1467 H. Kudo
1468 H. Kudo
1469 H. Kudo
1470 H. Kudo
1471 H. Kudo
1472 H. Kudo
1473 H. Kudo
1474 H. Kudo
1475 H. Kudo
1476 H. Kudo
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1489 H. Kudo
1490 H. Kudo
1491 H. Kudo
1492 H. Kudo
1493 H. Kudo
1494 H. Kudo
1495 H. Kudo
1496 H. Kudo
1497 H. Kudo
1498 H. Kudo
1499 H. Kudo
1500 H. Kudo

James H. Kudo

#937

3/4/20

The company petitions the Trade Board for the discipline of one Ida Schultz, an official of the Union in Shop 5, for using improper language.

The evidence in the case brought out the following facts: This girl got into an altercation with the foreman when she asked him for a pass. In the course of the controversy she admits that she used "language" she ought not to have used, but pleads in extenuation that she was excited and angry because she had been sent from one foreman to another for a pass and that the foreman had used rough language toward her (the evidence for this however, is not very convincing).

At the time of the occurrence she was an official of the union but has ceased to be an official of the union.

In view of this action by the union and her own admission, the Trade Board does not believe it necessary to take any further action.

JAMES MULLENBACH.

The company petitioned the Trade Board for the dis-
 cipline of one Ida Schmitz, an official of the Union in
 Shop 5, for using improper language.

The evidence in the case brought out the following
 facts: This girl got into an altercation with the foreman
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In view of this action by the Union and her own
 admission, the Trade Board does not believe it necessary
 to take any further action.

JAMES WILFELACH.

Petition by union for reinstatement of
Nettie Slutsky, a finisher, Factory L.

This girl was suspended for refusing to fell the bottom of yoke 35 coat. She felled only a part of the bottom and refused to complete it on the ground that an agreement had been entered into last year with the management to fell only one and one half inches of the bottom, the balance to be done on hour work. The manager with whom the agreement was made is now in the employ of the company, and the foreladies who were here last season are also not now employed by the company. The testimony in this case was quite contradictory but the weight of the evidence supported the company's contention.

The girl was reinstated without back pay with instruction to do the work as required. It is also ruled that if any modification of the rate is made in two other shops where the same dispute was taken up by the rate committee, the revised rate should apply in L.

One point came to the attention of the Trade Board in connection with this case. The chairlady had already held a coat for investigation on this point of dispute. She asked that the coat felled by Miss Slutsky be held also.

The Trade Board is unable to see any reason for holding this second coat when one coat would have sufficed to disclose the particular issue in dispute. The right to "hold for investigation" is one of value to the people in the shop and the shop chairlady must be careful in the use of this power.

James Mullenbach.

Petition by Union for reinstatement of
Nettie Slutsky, a finisher, Factory L.

This girl was suspended for refusing to
fell the bottom of Yoke SS coat. She fell
only a part of the bottom and refused to com-
plete it on the ground that an agreement had
been entered into last year with the management
to fell only one and one half inches of the
bottom, the balance to be done on hour work. The
manager with whom the agreement was made is now
in the employ of the company, and the foreladies
who were here last season are also now employed
by the company. The testimony in this case was
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by Miss Slutsky be held also.

The Trade Board is unable to see any reason
for holding this second coat when one coat would
have sufficed to disclose the particular issue
in dispute. The right to "hold for investigation"
is one of value to the people in the shop and the
shop chairlady must be careful in the use of this
power.

James Mullerbach.

#928

3/9/20.

The union in behalf of Angelina Batera, a bushel girl in Factory B.

This girl did not receive the increase under award of July 9th, 1919.

The evidence shows she was hired as belt tacker June 30th, 1919 as a week-worker. She was paid \$17.00 a week. The company did not grant the increase as they assumed she was inexperienced. It appears, however, that she was formerly employed as a hand sewer in Shop 35 and worked for five years as a finisher and in other sections.

When the facts were developed the company agreed to grant the increase to take effect as of original date.

James Mullenbach.

2/2/50.

1928

The union in behalf of Angelina Bators, a bushel

girl in factory B.

This girl did not receive the increase under award

of July 9th, 1919.

The evidence shows she was hired as belt tacker June

30th, 1919 as a week-worker. She was paid \$17.00 a week.

The company did not grant the increase as they assumed she

was inexperienced. It appears, however, that she was

formerly employed as a hand sewer in Shop 35 and worked

for five years as a finisher and in other sections.

When the facts were developed the company agreed to

grant the increase to take effect as of original date.

James Mulienbach.

#936.

3/9/20.

The company petitions the Trade Board for the discipline of Dave Lerman, a dart presser in Factory J who because of being an officer of the union is outside the discipline of the company.

This man repeatedly does very poor work and when shown work he became angry and tells the management to do it themselves.

We request prompt action to this case.

H. C. Foxton.

The evidence on the whole supported the contention of the company, and Trade Board directs that he be transferred to some other shop.

James Mullenbach.

Page 2/3/20.

The company petition the Trade Board for the dis-
cussing of Dave Brown, a first grader in Rank 1 who
because of being an officer of the union is outside the
discipline of the company.

This man repeatedly does very poor work and when
shown work he become angry and tells the management to

do it themselves.
We request prompt action to this case.

H. C. Foxton.

The evidence on the whole supported the contention
of the company, and Trade Board directs that he be trans-
ferred to some other shop.

James Hoffmann.

#942.

3/9/20.

The union in behalf of Julia Wisniewski - Factory C.

The union contends the girl is entitled to increase of the award of July 9th, 1919.

The record shows that she began work April 22nd as a piece worker - felling bottoms by machine; that on May 12th she was transferred to week work, sorting lots at edge trimming, and was thus employed until September 22nd when she was again assigned to piece work - tape felling.

There were some errors in applying rates, and the girl claims she went on week work only by special arrangement which is disputed. But the outstanding facts seem clear that she began work April 22nd and that she was a week worker at the time the award was made.

Under these circumstances the Trade Board finds that the claim is not allowable as the provision of the award plainly states that "no inexperienced persons (week-workers) employed less than three months" shall receive the increase.

James Mullenbach.

The original complaint in this case is lost.

James Mullenbach.

2/2/20.

1942.

The union in behalf of Julia Wisniewski - Factory C.

The union contends the girl is entitled to increase of the award of July 25th, 1942.

The record shows that she began work April 22nd as a piece worker - felling bottoms by machine; that on May 12th she was transferred to work, sorting logs at edge trimming, and was thus employed until September 22nd when she was again assigned to piece work - felling.

There were some errors in applying rates, and the girl claims she went on week work only by special arrangement which is disputed. But the outstanding facts show clear that she began work April 22nd and that she was a week worker at the time the award was made.

Under these circumstances the Trade Board finds that the claim is not allowable as the provision of the award plainly states that "no inexperienced persons (week-workers) employed less than three months" shall receive the increase.

James Mullebach.

The original complaint in this case is lost.

James Mullebach.

Case #943.

3/9/20.

Petition by union for reinstatement of Joseph Yussin, a trimmer, Factory L.

The Trade Board directs that Yussin be reinstated in Factory L but without back pay for time lost.

A supplementary note will be written later reviewing the issues and evidence.

James Mullenbach.

3/2/22.
Dated 1922.
Petition by union for reinstatement of Joseph

Yusain, a trimmer, Factory I.

The Trade Board directs that Yusain be re-
instated in Factory I but without back pay for time

lost.

A supplementary note will be written later

reviewing the issues and evidence.

Jam. A. Mullinbach.

943.

3/10/20.

The suspension notice gives as a reason for Yussin's suspension "using threatening language to foreman and refusing to abide by the agreement signed by deputies" by which the flow of work thru the trimming section was to be regulated.

There were two trimmers absent Saturday and the company wished to divide their lots among the other trimmers, claiming that the special agreement covers such a contingency also. The union deputy who signed the agreement states that such a contingency was not discussed or anticipated by those who signed the agreement and contends that the company should not have forced the situation by appealing to the agreement that was intended to apply to such a condition.

On this point, the Trade Board finds that the agreement has worked very satisfactorily until the present contingency arose and the Board is of the opinion that the deputies by negotiation can further fit the agreement to meet such particular needs as may arise thru the absence of the workers. The Trade Board accordingly referred the agreement again to three deputies for such modification as may be necessary to meet the requirements of smooth flow of work thru the section.

As to the charge of using threatening language toward the foreman, there is evidence in support of this, but the utterance was made when both parties were engaged in an altercation and the Trade Board believes that the loss of time since the suspension will be sufficient penalty to deter Yussin from any repetition of the language.

James Mullenbach.

2/10/20.

643.

The suspension notice gives as a reason for Yassin's suspension "using threatening language to fellow workers" trying to abide by the agreement signed by the union which the flow of work thru the framing section was to be regulated.

There were two trimmers absent Saturday and the company wished to divide their jobs among the other trimmers, claiming that the special agreement covers such a contingency also. The union deputy who signed the agreement stated that such a contingency was not discussed or anticipated by those who signed the agreement and contended that the company should not have forced the situation by appealing to the agreement that was intended to apply to such a condition.

On this point, the Trade Board finds that the agreement has worked very satisfactorily until the present emergency arose and the Board is of the opinion that the deputies by negotiation can further fit the agreement to meet such particular needs as may arise thru the changes of the workers. The Trade Board accordingly recommends the agreement again to those deputies for their modification as may be necessary to meet the requirements of another flow of work thru the section.

As to the charge of using threatening language toward the foreman, this is likewise in support of this but the statement was made when both parties were engaged in an altercation and the Trade Board believes that the loss of time since the suspension will be sufficient to halt Yassin from any repetition of the charge.

James Milfordbach.

Case #950.

3/10/20.

The union in behalf of seam stitchers Factory J-4.

The union claims these operators lost time on account of change of motor on their machines.

There was a change of motor and it may have caused some delay or decrease in earnings temporarily, but a comparison of pay roll records does not disclose any loss running over two days time within which the change was made.

The Trade Board, therefore, is unable to find any grounds for the complaint and it is hereby dismissed.

James Mullenbach.

James Mulienbach.

The Trade Board, therefore, is unable to find any grounds for the complaint and it is hereby dismissed.

There was a change of motor and it may have caused some delay or decrease in earnings temporarily, but a comparison of pay roll records does not disclose any loss running over two days time within which the change was made.

The union claims these operators lost time on account of change of motor on their machines.

The union in behalf of seam stitchers Factory 1-4.

Case #950.

3/10/20.

Case #945.

3/13/20.

The union in behalf of M. Rappaport and Mr. Bold discharged trimmers.

The Trade Board directs that these trimmers are to be reinstated without back pay to begin work Monday March 15th.

Rappaport is to maintain an average of 70% in production and Bold one of 50% whether for laying up or for sleeve lining cutting.

James Mullenbach.

James Millerbach.

leave lining outfit.

duction and Bold one of 50% whether for laying up or for
Rappaport is to maintain an average of 70% in pro-

15th.

be reinstated without back pay to begin work Monday March
The Trade Board directs that these trimmers are to

discharged trimmers.

The union in behalf of M. Rappaport and Mr. Bold

Case 4945.

3/13/20.

#945.

3/15/20.

SUPPLEMENTARY NOTE.

Rappaport was discharged for insufficient production turning out on company's computations as low as 45% of work while the first two weeks he averaged 95%. Since that time, last August, he has averaged around 65% to 70% until recently, when he has fallen off considerably.

The Trade Board directs that he be reinstated with the understanding that he is to produce 70% until standards of work and wages can be set in the trimming room.

M. Bold was also discharged for insufficient output. He has been averaging about 50% on the company's basis until some weeks ago when he began to fall seriously. The culmination came when he spent 28 hours, laying up a 9 yard lay 120 high (2-ply).

In his case the Trade Board directed that he also be reinstated on condition that he produce 50% in conformity with his earlier production.

It is understood that this action of the Trade Board is not to be cited by either side as of any significance in setting standards in the trimming, a matter that lies now immediately before the Board of Arbitration.

James Mullenbach.

James Mullerbach.

Arbitration.
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SUPPLEMENTARY NOTE

1945.

3/15/50.

/16/

Case #949. 3/16/20.

The company complains that a mistake was made in applying a rate for regular elbow seam sewing. The company asks that the correct rate be put in force.

The rate in use is \$5.14 per 100 and should be \$4.68. The erroneous rate has been in force this season.

There is no dispute about the figures and the correct rate is in use in all the other shops.

The Trade Board directs that the correct rate be applied immediately.

James Mullenbach.

Case #949. 2/16/20.

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James Mollenbach.

Case #951.

3/16/20.

Petition by union for reinstatement of Ida Schultz and Lucy Mason, Shop 5.

These girls were suspended for inciting a stoppage in their sections.

The evidence disclosed, however, that they were not present in the shop when the stoppage began but came in late and became participants of the stoppage. They acted as spokesmen for the girls and objected to do the work as it had been arranged for them. They, with the others, refused to go to work until their deputy came, altho he had by phone to the shop chairman directed them to begin work.

The Trade Board, regarding this refusal of the girls to obey the direction of their officers as a serious breach of discipline, called the girls of the section before the Trade Board and censured them. The Board directed the reinstatement of the two girls with the loss of time during period of suspension.

James Mullenbach.

James Malenbach.

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and Lucy Mason, Shop 5. Petition by union for reinstatement of Ida Schulte

Case #951.

3/16/20.

Case #951.

3/17/20.

Petition by union for reinstatement of Joe Krakaner, an off presser in J-2.

Krakaner was discharged for inciting a stoppage of the off pressers in J-2 on Friday, March 12th.

The company presented as evidence in the support of its action the testimony of four men to the effect that Krakaner, after a controversy with the instruction of the section, went among the men and spoke to them at their pressing boards and later returned to his place and striking the glass block heavily on his pressing board, gave the signal to the men to stop, which they did immediately.

The union contended that there was no stoppage but that after the instructor had insulted Krakaner, the off pressers became so wrought up about it that many of them gathered about the instructor, altho others continued at work. Certain of the off pressers testify to this and the union also presents the working card showing that the clerk punched their cards at close of the day showing they had worked up to quitting time.

There is some contradiction as to just when the stoppage began. The time ranged between 3:50 P.M. and 4:15 P.M.

One other fact came out. The men refused to work overtime altho they were ordered to do so by the superintendent.

In view of the evidence, the Trade Board finds that Krakaner did incite the stoppage. The evidence is as conclusive on this point as one can expect under such circumstances, and cannot be offset by the work records. The whole affair occurred just before the closing hour and the work records are readily explainable. Any coats punched for 4:15 would read 4:30.

A good deal of testimony as to the "language" used by the instructor was presented to the Trade Board in connection with the case, but the Trade Board has no occasion to pass on the merit of this evidence as it is not directly related to the complaint against Krakaner. Of itself, it furnishes no ground for Krakaner's action in inciting a stoppage.

The discharge, therefore, is to stand.

James Mullenbach.

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the off pressers in 1-2 on Friday, March 12th. Kraskner was discharged for inciting a stoppage of an off presser in 1-2.

Petition by union for reinstatement of Joe Kraskner.

Case #947.

3/17/20.

SUPPLEMENTARY NOTE.

The specific charges against Orbach are -

1. That he handled a foreman roughly when getting some coats from him.
2. That he went to work on hour work without a permit.
3. That he derides the foreman and brings them into contempt in the shop.
4. That he holds coats for investigation without even paying attention to criticism of the examiner.

As to the last charge, there appears to be only two or three instances where Orbach caused coats to be held and this charge is dismissed.

As to the second charge the Trade Board is uncertain as to just how carefully the rule is observed about requiring an hour work ticket before beginning on hour work, and the evidence in this instance is not at all decisive. The Trade Board also leaves this charge out of account.

As to charge #1, the Trade Board finds from the evidence that Orbach did seize the foreman by the arm, pulled him around and tear the coats from him, and behaved in a way quite indefensible. His excuse that he wanted to get the number of the lot on which he had been working can be no extenuation of his action.

As to charge #3, the Trade Board finds that Orbach had frequently derided the foreman and acted in a way to bring them into contempt among the people.

The Company also presented the record of Orbach showing a number of suspensions and complaints extending over several years.

In view of all this evidence, the well-known record of Orbach and his recent exhibitions of temper and misbehavior, the Trade Board believes it to be necessary to take drastic action and orders the suspension issued by the Trade Board Saturday to be turned into a discharge.

James Mullenbach.

3/17/20.

Case #247.

SUPPLEMENTARY NOTE.

The specific charges against Orbach are -

1. That he handled a foreman roughly when getting some coats from him.

2. That he went to work on hour work without a permit.

3. That he derided the foreman and brings them into contempt in the shop.

4. That he holds coats for investigation without even paying attention to criticism of the examiner.

As to the last charge, there appears to be only two or three instances where Orbach caused coats to be held and this charge is dismissed.

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In view of all this evidence, the well-known record of Orbach and his recent exhibitions of temper and misbehavior, the Trade Board believes it to be necessary to take drastic action and orders the suspension issued by the Trade Board Saturday to be turned into a discharge.

James Mullinbach.

#949 A.

3/17/20.

The company claims that an error has been made in Factory B in failure to apply a rate in canvas basting section.

The rates at present in effect are:

Single breasted,	one pocket	2.08
"	"	
	two pockets	2.26
Double	"	
	one pocket	2.26
"	"	
	two pockets	on time work

The company contends that they have a rate of 2.26 for D.B. coats with two pockets - but that it is not being applied on a certain kind of double breasted coats with slanting or vertical pockets.

The girls in the section claim that there had been a special rate for this coat of \$2.42 and that it had been withdrawn. The Trade Board was unable to find any record of such a rate.

All other D.B. coats with two pockets are being done at the rate of \$2.26. The Trade Board is unable to find any difference between this coat and the others and directs that it be placed on piece work at the same rate as the others - \$2.26 per hundred.

James Mullenbach.

3/17/20.

#949 A.

The company claims that an error has been made in
Factory B in failure to apply a rate in canvas beating
section.

The rates at present in effect are:

2.08	Single pressed, one pocket
2.26	" " two pockets
2.26	" " one pocket
on time work	" " two pockets

The company contends that they have a rate of 2.26
for D.B. coats with two pockets - but that it is not being
applied on a certain kind of double pressed coats with
slanting or vertical pockets.

The girls in the section claim that there had been
a special rate for this coat of \$2.48 and that it had been
withdrawn. The Trade Board was unable to find any record
of such a rate.

All other D.B. coats with two pockets are being
done at the rate of 2.26. The Trade Board is unable
to find any difference between this coat and the others
and directs that it be placed on piece work at the same
rate as the others - \$2.26 per hundred.

James Mullerbach.

#954.

3/17/20.

The Union petitions for reinstatement of Earnest Behr, an armhole raiser, in Factory B.

This man according to the company left his place in Factory B without authority and consequently is not eligible for reinstatement.

The facts as disclosed by the evidence are that Behr was transferred permanently from L to R, and later in the day was given the same transfer back to Factory L. This action by the timekeeper the company claims was not authorized. The man presented the transfer at L but was told that there was no work there and was let out.

The evidence supports the contention of the union that the man was improperly discharged, and the Trade Board directs that he be reinstated in Factory B with back pay for the time lost.

James Mullenbach.

3/17/20.

#554.

The Union petition for reinstatement of Ernest Behr, an airplane rigger, in Factory B.

This man according to the company left his place in Factory B without authority and consequently is not eligible for reinstatement.

The facts as disclosed by the evidence are that Behr was transferred permanently from I to B, and later in the day was given the same transfer back to Factory I. This action by the timekeeper the company claims was not authorized. The man presented the transfer at I but was told that there was no work there and was let out.

The evidence supports the contention of the union that the man was improperly discharged, and the Trade Board directs that he be reinstated in Factory B with back pay for the time lost.

James Mulienbach.

The Trade Board directs that back pay be paid to the man for the time lost, and that the company be ordered to pay the man's expenses with the cost of the reinstatement.

#955.

3/17/20.

Petition by union for reinstatement of Barney Cohen, a welt maker, Factory R.

The company discharged this man for refusing to enter an identification number on the slip as most of the workers in his section were doing.

The Union claims the man makes an identification mark on the welt, a practice he has followed for many years in Factory B. He objects entering the number as it would mean a loss of time.

The Trade Board believes that the amount of time involved is so small and the advantage to efficient management so great that the regulation is reasonable and ought to be made effective in this section.

The Trade Board directs that Cohen be reinstated without back pay and enter the identification number in accordance with the order of the management.

James Mullenbach.

James Mullerbach.

The Trade Board directs that Cohen be reinstated without back pay and enter the identification number in accordance with the order of the management.

The Trade Board believes that the amount of time involved is so small and the advantage to efficient management so great that the regulation is reasonable and ought to be made effective in this section.

The Union claims the man makes an identification mark on the wall, a practice he has followed for many years in Factory B. He objects entering the number as it would mean a loss of time.

The company discharged this man for refusing to enter an identification number on the slip as most of the workers in his section were doing.

Cohen, a welt maker, Factory B.
Petition by union for reinstatement of Barney

#555.

8/17/50.

Petition by union for reinstatement of I. Metzger, a top stitcher, in shop 5.

There came into the shop about 60 pair of trousers on which the canvas was softer then usual, and required closer attention to work out the piping. The men refused to make up the trousers and the company suspended Metzger. There are five top stitchers but one of them was absent the day Metzger was suspended. The other men were officials and not subject to immediate suspension.

The union contends that there was an hour worker in the section at the time and that the trousers in dispute should have been given to her. They also claim that an arrangement was made with the superintendent two years ago to have the soft canvas trousers done on hour work. The company denies there was such an arrangement. There does not seem to have been any use made of it.

The company contends that the variations in canvas are very great and that it would be very difficult to draw a line that would sort the canvas without continual conflict.

The Trade Board realizes that the soft canvas will require more time but is impressed with the difficulty of properly and unquestionably classifying "soft" canvas. On this point it recommends that the Rate Committee study the situation and see if effective methods of classification can be worked out.

In the meantime the Trade Board directs that Metzger be reinstated without back pay, and the sixty trousers be divided among the workers in the section.

James Mullenbach.

Petition by union for reinstatement of J. Metzger.

a top stitcher, in shop 8.
There came into the shop about 60 pairs of trousers on which the canvas was softer than usual, and required closer attention to work out the piping. The men refused to make up the trousers and the company suspended Metzger. There are five top stitchers but one of them was absent the day Metzger was suspended. The other men were officials and not subject to immediate suspension.

The union contends that there was an hour worker in the section at the time and that the trousers in dispute should have been given to her. They also claim that an arrangement was made with the superintendent two years ago to have the soft canvas trousers done on hour work. The company denies there was such an arrangement. There does not seem to have been any use made of it.

The company contends that the variations in canvas are very great and that it would be very difficult to draw a line that would sort the canvas without continual conflict. The Trade Board realizes that the soft canvas will

require more time but is impressed with the difficulty of properly and unquestionably classifying "soft" canvas. On this point it recommends that the Rate Committee study the situation and see if effective methods of classification can be worked out.

In the meantime the Trade Board directs that Metzger be reinstated without back pay, and the sixty trousers be divided among the workers in the section.

James Mullerbach.

3/24/20

Petition by union in behalf of Sol Greenberg,
a trimmer.

Greenberg was suspended for refusing to answer questions while any one was in the office of the superintendent.

The superintendent had called Greenberg to his office to inquire why he had been absent from his board. Greenberg refused to answer unless his shop chairman was present. The superintendent explained that the Trade Board had ruled against the shop chairman being present on such an occasion. The superintendent states that Greenberg, thereupon, refused to answer any question unless all the people both in the outer as well as in the inner office were excluded. Greenberg denies he asked to have the outer office cleared. It is admitted that the labor manager was seated at a desk adjacent to the desk of the superintendent and that two foremen were sitting or standing just outside the door of the office, and that another foreman was present at the beginning of the interview but left the office later.

Greenberg denies that he asked the superintendent to clear the outer office, tho he objected to the presence of the two foremen whom he claims were standing in the door. They claim they were sitting at a table just outside the door.

The union bases its claim for back pay on a ruling of the Trade Board in cases 639 and 640. These cases dealt with a claim by the union to have shop chairman present when a cutter was being interviewed by the superintendent. The Trade Board ruled that the union was not entitled under the agreement to have the shop chairman present when the superintendent was interviewing a cutter, but the Trade Board also made the following statement:

"It is the judgment of the chairman that such interview should be private; that the presence of other officials gives the worker a sense of disadvantage and the feeling that he is being brow beaten. Such interviews ought to be conducted without passion or discourtesy by both men, and ought to result in definite understanding as to whether any action is to be taken by the management".

Particulars of the case in which the witness was involved.

The witness was requested to answer the questions which are in the office of the Superintendent.

The Superintendent had called Greenberg to his office to inquire why he had been absent from his post. Greenberg refused to answer unless his shop assistant was present. The Superintendent explained that the Trade Board had asked him to appear before the Board on such an occasion. The Superintendent stated that Greenberg, therefore, refused to answer any questions unless all the people both in the office as well as in the inner office were excluded. Greenberg denied he asked to have the outer office cleared. It is admitted that the labor manager was seated at a desk adjacent to the desk of the Superintendent and that two foremen were sitting or standing just outside the door of the office, and that another foreman was present at the beginning of the interview but left the office later.

Greenberg denied that he asked the Superintendent to clear the outer office, who he objected to the presence of the two foremen whom he claims were standing in the door. They claim they were sitting at a table just outside the door.

The witness stated that he asked for back pay on a ruling of the Trade Board in cases 635 and 640. These cases dealt with a claim by the witness to have shop assistant present when he was absent. The Trade Board ruled in favor of the witness. The witness stated that he was not satisfied with the ruling and that he was not satisfied with the ruling of the Trade Board. The witness stated that he was not satisfied with the ruling of the Trade Board and that he was not satisfied with the ruling of the Trade Board.

It is the finding of the Tribunal that the witness was not satisfied with the ruling of the Trade Board. The witness was not satisfied with the ruling of the Trade Board and that he was not satisfied with the ruling of the Trade Board. The witness was not satisfied with the ruling of the Trade Board and that he was not satisfied with the ruling of the Trade Board.

Case 958.
Page 2.

The Trade Board is of the opinion that the conditions of the interview as indicated by the evidence did not meet the conditions laid down by the Trade Board as "private". The Trade Board holds that Greenberg was improperly suspended and is entitled to pay for the time lost.

JAMES MULLENBACH.

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JAMES MULLENBACH.

The union complains that work which has hitherto been done by trimmers is being done by people on the office pay roll. They claim the charge should not have been initiated by the company but should have been brought to the Trade Board for a ruling.

The facts in this case are not disputed. In brief they are as follows:

For some years the company when selling lining material for lining single coats has had the lining brought down from the stock room and measured and cut by the trimmers and the bundle of goods would then be returned to the stock room and the yard or two of goods sent to the customer. Recently, the company, regarding this method as insufficient, has had a clerk go to the stock room and cut off the yard or so of goods instead of sending it to the trimming room as formerly. The amount of this work would average less than an hour a day according to the estimate of the company. The union admits that the amount of work is not sufficient.

There are two issues before the Trade Board:

1. The question of the work itself - whether it is to be returned to the trimmers or proceed as the company has recently arranged it.

2. Whether the company was required to secure an order from the Trade Board before putting the change into effect.

As to the first point, the Trade Board recognizes that the work has hitherto been done by the trimmers but the change made by the company effects so small an amount of the work -- 5 hours a week among 250 trimmers - equal to about a minute a man - and is such a decided improvement in efficient handling of the transaction that the Trade Board confirms the change.

2. As to the second point - the Trade Board is of the opinion that the company ought to have brought the proposed change to the attention either of the Trade Board or the Trimmers Commission in accordance with the ruling made by the Board of Arbitration; under that ruling proposed changes from the customary practices in the trimming room were to be brought to the attention of the Trimmer's Commission or the Trade Board.

James Mullenbach.

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As to the second point - the Trade Board is of the opinion that the company ought to have brought the proposed change to the attention either of the Trade Board or the Trimmer's Commission in accordance with the ruling made by the Board of Arbitration; under that ruling proposed changes from the customary practices in the trimming room were to be brought to the attention of the Trimmer's Commission or the Trade Board.

James Mullinbach.

Case #960

3/30/20.

Petition by union for reinstatement of John Gratifion, a seamer, in Shop 5.

The Trade Board directs that the man be reinstated with back pay for the time lost during the suspension. The trousers are to be ripped by the company and the man is to restitch them.

A supplementary note will be prepared later.

James Mullenbach.

Later.

Supplementary note. Case #960

Gratifion seamed some trousers with wrong parts and refused to bushel them, basing his claim in an agreement made by deputies that the management would have trousers parts come in proper order and rotation to the seamers. The agreement is in writing and is quite specific.

Under the circumstances, the trade board is unable to find any ground for suspension.

James Mullenbach.

Case #260 3/30/30.

Petition by union for reinstatement of John Gratton, a seamer, in Shop B. The Trade Board directs that the man be reinstated with back pay for the time lost during the suspension. The trousers are to be ripped by the company and the man is to resist them.

A supplementary note will be prepared later.

James Mulienbach.

Later.

Supplementary note. Case #260. Gratton seemed some trousers with wrong parts and refused to brush them, basing his claim on an agreement made by deputies that the management would have trousers parts come in proper order and rotation to the seamer. The agreement is in writing and is quite specific.

Under the circumstances, the Trade Board is unable to find any ground for suspension.

James Mulienbach.

3/30/30

The company presents a list of rates in Shop 4 which, it is claimed, have been wrongly applied and asks for their cancellation and substitution of correct rates. Except in one or two instances these rates have been in force from a time when the "memory of man runneth not to the contrary".

The sections with incorrect and correct rates, and disposition of the same follows:

1. Canvas piecing.

Price used - 3.36

Correct prices - 1.43
1.58
3.18
2.18
2.52

The earnings in the section at present average \$26.65 per week, one person being employed in the section. Even at the present incorrect rates, the earnings are much below the earnings in factories A and L where the earnings are \$46.65

2. Canvas stitching.

Prices used	Correct prices
S.B. 4.84	6.04
D.B. 5.40	6.67
slip on .92	.70

The earnings in this section average 17.87 while in A and L they are \$30.62. Even if the rates were restored and consequently raised, (except for slip ons of which there are few) the earnings would be below the general level.

It is agreed that in the case of canvas piecing and canvas stitching the Rate Committee shall investigate the conditions of work to discover the cause of the great discrepancy in earnings and endeavor to agree on an adjustment of rates or other factors so that the earnings of Shop 4 may more nearly approach those of the other shops. Failing to reach an adjustment the matter may again be brought to the Trade Board.

3. Collar edge felling on adjustable collars.

Price used	Correct price
9.92	8.70

The earnings in 4 are 32.21. It was agreed to use the earnings on finishing as a basis for determining rates and earnings in 4. The earnings of finishers in 4 are so low that they will have to be levelled by the Trade Board,

The company presents a list of rates in Shop 4 which, it is claimed, have been wrongly applied and asks for their cancellation and substitution of correct rates. Except in one or two instances these rates have been in force from a time when the "memory of man" runneth not to the contrary.

The section with incorrect and correct rates, and disposition of the same follows:

1. Canvas picking.

Price used - 2.58

Correct prices - 1.43
1.58
2.18
2.18
2.58

The earnings in the section at present average \$28.85 per week, one person being employed in the section. Even at the present incorrect rates, the earnings are much below the earnings in factories A and L where the earnings are \$46.05.

2. Canvas stitching.

Correct prices	Prices used
2.04	2.54
2.57	2.40
.70	.92

The earnings in this section average 17.87 while in A and L they are \$30.82. Even if the rates were restored and consequently raised, (except for slip one of which there are few) the earnings would be below the general level.

It is agreed that in the case of canvas picking and sewing stitching the Rate Committee shall investigate the conditions of work to discover the cause of the present discrepancy in earnings and endeavor to agree on an adjustment of rates or other factors so that the earnings of Shop 4 may more nearly approach those of the other shops. Failing to reach an adjustment the matter may again be brought to the Trade Board.

3. Collar edge felting on adjustable collars.

Correct price	Price used
2.70	2.92

The earnings in 4 are \$28.81. It was agreed to use the earnings on finishing as a basis for determining rates and earnings in 4. The earnings of finishing in 4 are so low that they will have to be levelled by the Trade Board.

so that the rates in 4 for collar edge felling on adjustables will have to be based on the earnings of finishers in other shops - A and L. These earnings average 36.65 per week.

By agreement, - this section is also referred to the Rate Committee for adjustment.

4. Edge trimming and bottom beating of yoke lined, no vent coats -

Price used	Correct price
10:34	9:19

About ten per cent of the work is involved in this rate. It was agreed to put in the correct rate.

5. Edge stitching. Peak lapels.

Price used.	Correct price.
4.13	4.53

This price has been in existence about four months. In this instance the union chooses to forego the advantage of correcting the rate and applied the money in the trimming section of Fac. Q (see ruling in case #962)

6. Tack facing on seamless edge O. C.

Price used	Correct price
6.07	4.67

It was agreed that this rate should be corrected.

7. Joining.

	Price used	Correct price
2 seams full lined	8.16	5.44
2 seams S. S.	10.21	6.65
2 seams plain piped	9.91	7.19
2 seams S. S.	11.96	8.40
Inverted box plait plain	12.63	9.91
Inverted box plait S. S.	14.68	11.12

The original error occurred in the first price. The number of coats affected is very slight "may be one in a year" the worker stated. Correction of this base rate will take care of the others and it is agreed to make the correction from 8:16 to 5:44 with the corresponding results in the other prices quoted.

so that the rates in 4 for collar edge falling on adjust-
ment will have to be based on the earnings of finishers
in other shops - A and L. These earnings average \$8.85
per week.

By agreement, - this section is also referred to the Rate
Committee for adjustment.

4. Edge trimming and bottom beating of yoke lined,
no vent coats -

Price used	Correct price
10:34	9:19

About ten per cent of the work is involved in this
rate. It was agreed to put in the correct rate.

5. Edge stitching. Peak lapels.

Price used.	Correct price.
4.13	4.53

This price has been in existence about four months.
In this instance the union chooses to forego the advantage
of correcting the rate and applied the money in the
trimming section of Fac. 6 (see ruling in case #982)

6. Tack facing on seamless edge O. O.

Price used	Correct price
6.07	4.87

It was agreed that this rate should be corrected.

7. Joining.

3 seams full lined	Price used	Correct price
3 seams 2. 2.	8.18	5.44
3 seams plain lined	10.31	6.68
3 seams 2. 2.	9.91	7.19
3 seams 2. 2.	11.98	8.40
Inverted box pleat	13.88	8.91
Inverted box pleat 2. 2.	14.88	11.13

The original error occurred in the first price. The
number of coats affected is very slight "may be one in a year"
the worker stated. Correction of this price will take
care of the error and it is agreed to make the correction
from this side with the corresponding results in the
other prices quoted.

Lining Making.

	Price used	Correct price
Piped seams, one pocket yoke ld.	14.64	13.28
Piped seams, one pocket 1 dart	15.71	14.35
French faced, shldr. ld.	12.50	4.41
Slip ons, no pocket	12.50	9.06

It was agreed to apply the rates in the regular shops with an addition of ten per cent.

9. Piping seams

	Price used	Correct price
Plain seams - vent	8.84	7.74
Plain 2"	7.74	4.52
Plain 3" - no vent	8.84	6.80

It was agreed to put in prices of regular shops and guarantee \$6.00 additional until shop 4 is removed to Cicero building and 30 days after shop 4 has been opened in that building.

10. Elbow seam and turnup pressing.
Light weight plain seams

Price used 4.68
Correct price 2.57

The earnings of this section average \$41.00.
Those of regular O. C. shops, A and L, are \$46.00.

It was agreed to let this price stand without correction.

11. Underarm seam sewing lap seams made in one operation -

Price used	Correct price
1.20	1.81

It was agreed to make this correction.

12. Tape sewing.
S.B. peak.

Price used	Correct price
7.31	6.58

It is agreed that this rate be corrected.

Living matter

Price used	Price used	Price used
14.00	14.00	14.00
15.00	15.00	15.00
16.00	16.00	16.00
17.00	17.00	17.00
18.00	18.00	18.00
19.00	19.00	19.00
20.00	20.00	20.00

It was agreed to apply the rates in the regular shops with an addition of ten per cent.

Living matter

Price used	Price used	Price used
7.00	7.00	7.00
8.00	8.00	8.00
9.00	9.00	9.00
10.00	10.00	10.00
11.00	11.00	11.00
12.00	12.00	12.00
13.00	13.00	13.00

It was agreed to put in prices of regular shops and eliminate 50% additional until shop 4 is removed to Office building and 50 days after shop 4 has been opened in that building.

10. River main and through pressing.

Price used	Price used	Price used
4.00	4.00	4.00
5.00	5.00	5.00
6.00	6.00	6.00
7.00	7.00	7.00
8.00	8.00	8.00
9.00	9.00	9.00
10.00	10.00	10.00

The earnings of this section average \$41.00. Those of regular D. C. shops, 4 and 5, are \$48.00.

11. Laboratory room new, 100 square feet in one section -

Price used	Price used
1.00	1.00
2.00	2.00

It was agreed to make 11 a new section.

12. Living matter
13. Living matter
14. Living matter
15. Living matter
16. Living matter
17. Living matter
18. Living matter
19. Living matter
20. Living matter

Case 961. Page 4.

The Trade Board desires to state that these arrangements are not to be used as precedents in the correction of other incorrect rates that may be longstanding. The fact that the sections in Shop 4 had not yet been levelled permitted adjustments to be made that would not be feasible in other cases.

James Mullenbach.

Case 981, Page 4.

The Trade Board desires to state that these arrangements are not to be used as precedents in the correction of other incorrect rates that may be forthcoming. The fact that the sections in Shop 4 had not yet been leveled permitted adjustments to be made that would not be feasible in other cases.

James Mullebach.