

July 7, 1919.

Petition to the Board of Arbitration.

Our agreement provides for a certain exemption list in the cutting room. This gives them a very definite status under the agreement. On page 16 under the caption UNION MEMBERSHIP is the following clause:

"The provisions for preference made herein require that the door of the union be kept open for the reception of non-union workers. Initiation fee and dues must be maintained at a reasonable rate, and any applicant must be admitted who is not an offender against the union and who is eligible for membership under its rules. Provided, that if any rules be passed that impose an unreasonable hardship or that operate to bar desirable persons, the matter may be brought before the Trade Board or Board of Arbitration for such remedy as it may deem advisable."

It seems quite clear that under these provisions that any cutter under the exemption list has a right to the protection of the Board of Arbitration against violation of the part of the union. It appears that in the case of Peter Bronetsky, a cutter on this list, that he has been notified by the union that he is an eligible membership but not at a reasonable rate. It appears that they attempted to force him to pay the exorbitant rate of \$300 and that they are using all sorts of indirect methods to accomplish this end.

This appeal is taken to the Board for the reinforcement of the agreement.

E. D. HOWARD.

July 7, 1919.

Petition to the Board of Arbitration.

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in the outside room. This gives them a very definite status under the agreement. On page 18 under the caption UNION MEMBERSHIP is the following clause:

"The provisions for preference made herein require that the door of the union be kept open for the reception of non-union workers. Initiation fee and dues must be maintained at a reasonable rate, and any applicant must be admitted who is not an officer against the union and who is eligible for membership under the rules. Provided that in any case be passed that impose an unreasonable hardship or that operate to bar desirable persons, the matter may be brought before the Trade Board or Board of Arbitration for such remedy as it may deem advisable."

It seems quite clear that under these provisions that any union under the exemption list has a right to the protection of the Board of Arbitration against violation of the part of the union. It appears that in the case of Peter Hromady, a member on this list, that he has been notified by the union that he is an eligible membership but not at a reasonable rate. It appears that they attempted to force him to pay the exorbitant rate of \$200 and that they are using all sorts of indirect methods to accomplish this end.

This appeal is taken to the Board for the enforcement of the agreement.

H. D. HOWARD.

HART SCHAFFNER & MARX LABOR AGREEMENT.

BOARD OF ARBITRATION

July 8, 1919.

^{ti}
A petition was filed by the Company May 19, asking this Board to indicate what procedure is proper under the Agreement to correct a condition of low efficiency in the Trimming Room. The matter was discussed at a session of this Board and was further discussed at a conference at which both parties concerned met the chairmen of the Trade Board and of this Board. The representative of the Union stated that efficiency is in accord with the policy of the Union, but urged the importance of securing the good will and cordial co-operation of the men concerned. He believedⁱ that for this purpose it was desirable to proceed by joint committee similar to the general plan in use in certain other cases.

The Board believes that this is so important a matter that the Chairman will undertake to study the situation in connection with the Chairman of the Trade Board and the representatives of the Company and the Union. The Board believes also that a spirit of cooperation is fundamental. IF this is present it ought to be possible to work out details in a manner fair to Union and Company. The Board will use its best efforts to help work out the problem. IF we cannot find the solution immediately we will keep at it. Methods at first may have to be tentative, and results may not come all at once, but the work will be undertaken promptly.

J. H. Tufts, Chairman.

July 6, 1918.

BOARD OF ARBITRATION

A petition was filed by the Company May 19, asking this Board to indicate what procedure is proper under the Agreement to correct a condition of law efficiency in the Training Room. The matter was discussed at a session of this Board and was further discussed at a conference at which both parties concerned met the chairman of the Trade Board and of this Board. The representative of the Union stated that efficiency is in accord with the policy of the Union, but urged the importance of securing the good will and cordial co-operation of the men concerned. He believed that for this purpose it was desirable to proceed by joint committee similar to the general plan in use in certain other cases.

The Board believes that this is an important matter that the Chairman will undertake to study the situation in connection with the Chairman of the Trade Board and the representatives of the Company and the Union. The Board believes also that a spirit of cooperation is fundamental. It feels that it ought to be possible to work out details in a manner fair to Union and Company. The Board will use its best efforts to help work out the problem. It is confident that the solution, immediately we will keep at it. Methods at first may have to be tentative, and results may not come all at once, but the work will be undertaken promptly.

J. H. Tuttle, Chairman.

Chicago, July 8, 1919.

Mr S. Levin,

A. U. W. of AM.

A meeting of the Board of Arbitration will be held on Thursday at 1:30 for further consideration of the question of the number of apprentices. AS this has been up before the Board for some time and as it was held up partly because you raised certain questions it is desirable that you should be present if possible.

J. H. Tufts.

Chicago, July 8, 1919.

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A. E. W. of Am.

A meeting of the Board of Arbitration will be held on Thursday at 1:30 for further consideration of the question of the number of apprentices. As this has been up before the Board for some time and as it was held up partly because you raised certain questions it is desirable that you should be present if possible.

J. H. Tuttle.

Prof. Tufts

July 9, 1919.

PETITION TO BOA RD OF ARBITRATION.

On Monday and Tuesday all the employes in the tailor shops engaged in a general strike in violation of our agreement. The people began to strike in Factory H Monday morning and the strike progressed in the following order - Factory H, L, J, C, B, A, K, M, 5, 4. From several sources I have been informed that the people were instructed by the union to use their own judgment and act as individuals. So far as we know there was no outside influence brought to bear and ~~that~~ our shops were the first and only ones to initiate this general strike. We have no information that the union ordered the people to observe the agreement and remain at work.

E. D. Howard.

July 9, 1919.

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taller shops engaged in a general strike in viola-
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were the first and only ones to initiate this gen-
eral strike. We have no information that the
union ordered the people to observe a general
and remain at work.

E. D. Howard.

Chicago, July 9, 1919

Professor Tufts:-

In regards to the apprentice decision in which you have decided that apprentices working over two years and receiving the average wage shall be considered cutters, you have held open your decision on two men, A. Frankowitz and Peterson on account of their working here less than two years. I wish to inform you, after investigating, I find that an error has been made in our report to you and that they both have been working here over two years and receiving \$29.35 and \$28.35, which, according to your decision, gives the company right to replace them with two other apprentices, making a total of 16.

The company will proceed to replace these with two apprentices, unless there should be objection on your part.

Yours truly,

E. D. Howard

Chicago, July 9, 1913

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The company will proceed to replace these
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objection on your part.

Yours truly,

C. B. Howard

Prof. Taft

July 16, 1919

Supplementary petition to the Board of Arbitration, case of Peter Bronetsky, et. al.

On July 7th, the company filed a petition to the Board complaining that the union are violating the agreement in attempting to extort from one of the exempted men under our agreement, Peter Bronesky, a cutter, an unreasonable initiation fee.

On July 9th, a supplementary petition was filed after an interview with Mr. Rissman stating that he had assured the company that the agreement would be followed in this case. Later, Mr. Rissman denied that he had made such statement.

I have just been informed by Messrs. Bronetsky and Jiran, the exempted cutters, that they made an application for membership to the cutters' union and were officially informed that the exorbitant initiation fee of \$200 would be exacted from them besides indefinite penalty which was not stated.

The company holds that the clear provision of the agreement applies to the cutters' union as well as to the company and that the Board of Arbitration shall declare what is the reasonable rate of initiation for these men. In the meantime, the company calls upon the Board of Arbitration to afford these men every protection as parties to the agreement in an *honorable* ~~historical~~ status created by Mr. Williams.

E. D. HOWARD.

July 12, 1919

Supplementary petition to the Board of Arbitration, case of Peter Bronetaky, et. al.

On July 7th, the company filed a petition to the Board complaining that the union are violating the agreement in attempting to extort from one of the exempted men under our agreement, Peter Bronetaky, a cutter, an unreasonable initiation fee.

On July 9th, a supplementary petition was filed after an interview with Mr. Riiseman stating that he had assured the company that the agreement would be followed in this case. Later, Mr. Riiseman denied that he had made such statement.

I have just been informed by Messrs. Bronetaky and Riiseman, the exempted cutters, that they made an application for membership to the cutters' union and were officially informed that the exorbitant initiation fee of \$200 would be exacted from them besides indefinite penalty which was not stated.

The company holds that the clear provision of the agreement applies to the cutters' union as well as to the company and that the Board of Arbitration shall declare what is the reasonable rate of initiation for these men. In the meantime, the company calls upon the Board of Arbitration to afford these men every protection as parties to the agreement in an historical status created by Mr. Williams.

W. D. HOWARD.

Hart Schaffner & Marx
Good Clothes Makers

Chicago, August 5, 1919.

Professor J. H. Tufts,
University of Chicago,
Chicago, Illinois.

My dear Prof. Tufts:-

Concerning the application for
an increase in the number of apprentices.

The apprentices allowed by the board of arbitration are being selected as rapidly as possible; delay was due to the rearrangement of the cutting tables which temporarily made it impossible to find places. However, Mr. Strauss informs me that more apprentices will be needed unless the union is able to furnish us cutters, which they do not seem to be able to do.

It appears to me in this emergency that the matter of our application can be separate from the matter of making a general ruling for apprentices for the whole market. In the case of Bronetsky I should regard you as the best judge as to when the case should be heard, but in the meantime the cutters should understand that Bronetsky is not to be persecuted and that eventually his rights under the agreement will be established by the Board.

The difficulty in regard to holding for investigation decision lies in the case of off pressing, where the union contends that the pressers may ask for a holding of any number of coats even up to seventy-five because the defects in the workmanship are, of course, not identical in each case. On the strength of your letter, the next time the pressers attempt any wholesale blocking of work under your decision, I will raise the point with the Trade Board.

I regret that I have been called to
New York to-day to attend a meeting of the national

Harry Schellinger & Marx
Good & Beautiful Market

Chicago, August 5, 1912.

Professor J. H. Tuttle,
University of Chicago,
Chicago, Illinois.

My dear Prof. Tuttle:-

Concerning the application for
an increase in the number of apprentices.

The application allowed by the board of ap-
prentices is being selected as rapidly as possible;
delay was due to the rearrangement of the cutting
tables which temporarily made it impossible to find
places. However, Mr. Brown informed me that more
apprentices will be needed unless the union is able
to furnish an outline, which they do not seem to be
able to do.

It appears to me in this emer-
gency that the matter of our application can be
separated from the matter of making a general ruling
for apprentices for the whole market. In the case
of Browning I should regard you as the best person
as to when the case should be heard, but in the mean-
time the outline should understand that Browning
is not to be persecuted and that eventually his rights
under the agreement will be established by the board.

The difficulty in regard to
holding for investigation decision lies in the case
of off printing, where the union contends that the
process may not be a holding of any number of copies
over up to seventy-five because the defects in the
workmanship are, of course, not identical in each case.
On the strength of your letter, the next time the
process is attempted any wholesale holding of work under
your decision, I will raise the point with the trade
board.

Hart Schaffner & Marx
Good Clothes Makers

Mr. Tufts,
Page 2.

Federation, but in my absence Mr. Albert will continue to represent me, and will give you any assistance in making your investigations in the trimming room that you may need. I enclose a copy of the Articles of Federation. It may interest you.

Yours truly,

Carl Dean Howard-

MK/EDH

Walter Schmitt & Marx
Good Church Men

Mr. Tolson,
Page 2.

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continue to represent me, and will give you any
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copy of the Articles of Reboration. It may interest
you.

Yours truly,

Walter Schmitt & Marx

W/S

Chicago Clothing Cutters and Trimmers Association

LOCAL UNION 61

J. KROLL, PRESIDENT
ROBT. CUNAT, VICE-PRES.
LOUIS L. WEISS, REC. SEC'Y
W. J. NERAD, TREAS

AMALGAMATED CLOTHING WORKERS
OF AMERICA

379

409 S. HALSTED STREET
TEL. HAYMARKET 253
S. RISSMAN
BUSINESS REPRESENTATIVE

August 6th, 1919.

Prof. Tufts,
Chairman Board of Arbitration,
Hart Schaffner & Marx,
Chicago, Ill.

Dear Sir:-

We wish to call your attention to some of the conditions which the Firm is bringing about in the Trimming Room.

On Friday, August 1st, the men came down to work and found that the boxes which they used for their personal belongings were taken away and that their contents were dumped on their table.

The men resented this and were going to make a stoppage when the officers went over to try to prevent same, and instead of the Superintendent appreciating their efforts, they ignored and intimidated and tried in every way to embarrass them. It also seems that the Foreman and Superintendent are doing everything to create dissatisfaction among the men.

We believe that the Firm, instead of working in harmony with the men, are doing everything possible to create dissatisfaction. We also believe that this may lead to serious results, therefore we ask that the Board of Arbitration investigate these matters and act to prevent anything that may disrupt the letter and spirit of the Agreement.

Very truly yours,

Business Representative.

LOCAL 61.

SR/BBB

Dict. of

Hart Schaffner & Marx
Good Clothes Makers

Chicago, August 18, 1919.

Prof. Howard:

Relative to the attached letter I wish to report the following:

On August 1st. Mr. Nicholi and myself started to have the sixth floor cleaned up for sanitary reasons, we cleaned up one section in the morning. In the afternoon there was a Board of Arbitration session on restriction of output and I was told it would be necessary that I attend, so Mr. Nicholi had to attend to my duties so would not permit him to go ahead with cleaning, so I left instructions with him to clean up after working hours which was 4:15 P.M., and would give us a good chance to finish it, which he did. I did not get back up stairs until 5:45. He found sandwiches, mice nests, mouldy teaspoons, and other rubbish that had been laying around for months or more, which is a very unsanitary condition, other personal belongings found in boxes were put on top of each mans board. No one made any complaint in the morning about having boxes etc. taken away, but they made a big fuss about it the next morning, because every man did not have a drawer to put their belongings in and a good many claimed we had lost some of the articles, and said we had no right to take the boxes away because they had them for a good many years.

Mr. Silverman is a Trade Board Member, and is the man that I have complained of to you several times in regard to his attitude and getting loud when spoken to, and claims he has the right to go around the floors when ever he sees fit, and talks to the men and has done it in spite of my order not to do it. The order given to him by me was merely following out your instructions after speaking of him, and his actions several times. He claims the right to go around floors whenever he sees fit and consult with the men, and tells me, if I dont like it to take it to the Trade Board. Of all the time I have spoken of it, you have not seen fit to go further with it, consequently he goes further each time. Now that I have some new Foremen that are willing to carry out my orders to see that men cut their tickets properly and pay more attention to work and trying to get some discipline the Union finds it convenient to say or call it intimidation.

The action of Mr. Weiss, Shop Stewart on this occasion was disgraceful, he went around crying out at the top of his voice, they are just trying to get something on us, and saying you go get all the boxes you want and put them under your board. I'll be responsible, I dont give a dam if I do get fired. I finally prevailed upon Mr. Weiss to quiet down and told him to go back in the corner and cool down, that I would not reason with him while he was so excited, and he admitted at the time, that he was very excited. Scenes of this kind are positively a disgrace and I believe the people responsible for it should be censured.

By.

C. F. Peterson

August 9, 1919.

Mr. S. Rissman,
409 South Halsted Street,
Chicago.

My dear Mr. Rissman:

As my mind has been working upon ~~our~~ problem since we met, it seemed to me that we ought to have more specific figures as to what the particular men or rather the particular section which we are studying are doing, and hence I have written the enclosed letter to Mr. Albert asking for certain additional figures which I hope will be of use in our study.

Very truly yours,

August 9, 1919.

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Very truly yours

August 9, 1919.

Mr. Albert,
Labor Department,
Hart, Schaffner & Marx.

My dear Mr. Albert:

Upon thinking over the problem of just what statistics could help us in our problem of finding a fair standard of efficiency, it occurs to me that since we are now studying particularly not the whole Trimming Room but the section which is at work upon cutting body linings by hand, it would be desirable to have, besides the general figures which I requested at our last meeting of the Commission, the following more specific figures:

1. Number of men engaged in this kind of work by months since January; i.e., how many in January, how many in February, etc. These might be classified into permanent and temporary and apprentices if you make such divisions.
2. Efficiency of these men on the Company's scale, by groups, showing how many were
 - a) 100%
 - b) 90 to 99% inclusive
 - c) 80 to 89% inclusive
 - d) 70 " 79% "
 - e) 60 " 69% "
 - f) 50 " 59% "
 - g) Below 50

I should like to have this shown for each month of 1919 if your figures can give it.

I understand that some men who work most of the time in body linings may at times be working with a machine instead of by hand, but if we can have at least an approximate list of those who work for the most part by hand, it ought to be of some help.

Very truly yours,

I am sending a copy of this to Mr. Riseman and to Mr. Mullenbach.

August 9, 1919.

Mr. Albert,
Labor Department,
Hart, Schaffner & Marx.

My dear Mr. Albert:

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Very truly yours,

I am sending a copy of this to Mr. Hissman and to Mr. Mulienbach.

Aug. 11, 1919.

Appeal to Board of Arbitration, Case #787

In this case of complaints of several cutters, back pay is allowed by the Trade Board.

The company appeals on the ground that the decision is not warranted or authorized by any agreement with the Amalgamated Clothing Workers. The wage agreement under which these allowances were made provides that -

"All cutters on the pay roll of May 2, 1918 shall be granted an additional increase of \$3.00 for a 48-hour week beginning May 2nd, 1918"

The language seems to be specific in granting such increase only to those whose names were on the pay roll of that date. The names of cutters given the \$3.00 increase by the Trade Board were not on the pay roll of that date. It seems clear, therefore, that there is no authority in the agreement for the decision of the Trade Board.

The previous wage agreement under which some of the increases were granted contains exactly the same wording except as to date.

The cutters named in the decision were in each case given the same opportunity and advantages as the cutters who came under the agreement. They were all of them paid as liberally according to the amount of work performed by them and those who came under the adjustment, and the company contends therefore that the Board has no authority to give them preferential advantages.

Aug. 11, 1918.

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ment under which these allowances were made provides

that - It is provided that the present Board

* All outers on the pay roll as

May 2, 1918 shall be granted an addi-

tional increase of \$5.00 per a 48-hour

week beginning May 2nd, 1918.

The language seems to be specific in granting an

increase only to those whose names were on the pay

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outers who came under the agreement. They were all of

them paid an identical amount to the amount of work

performed by them and those who came under the agree-

ment, and the company contends therefore that the Board

has no authority to give them preferential advantages.

The company is aware that informal discussions with the
chairman of the Bga on this question occurred with the union officials
but the company has had no adequate opportunity to
present its case heretofore.

The same claims were presented to Mr. Williams when
he was abbitrator and he refused to give them any
consideration. It is submitted that the present Board
has even less justification for admitting these claims
which have been practically outlawed for many months.

E. D. Howard.

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E. D. Howard.

HART, SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

August 14, 1919.

Revision of a former decision of the Board of Arbitration, which established the number of apprentices to be allowed in the Cutting Department.

In the absence of any explicit statement in the printed agreement, the Board of Arbitration set a limit of ten per cent of the force of permanent cutters. Under this ruling, there were under instruction in the spring of this year, 33 apprentices, although the number of permanent cutters was 356. Owing to a change in the general condition of the market, it is believed by the Company that the number of experienced cutters which can be obtained will be inadequate for the needs of the industry. The Company particularly emphasizes the fact that it wishes to expand its business by opening another factory. A petition was filed in the spring asking that the restriction on the number of apprentices be removed. The Company estimates that its new factory will add ultimately about 20 per cent to its capacity.

The Union recognizes that owing to the conditions above referred to there is a need for more apprentices. It believes, however, that it is not necessary or desirable that there should be no limit whatever upon the number of apprentices. It feels a responsibility to the cutters already in the industry to provide them, so far as it is able, with continuous employment. Since the Company does not consider itself in a position to guarantee any definite number of weeks per year steady employment, the Union feels obliged to take such precautions as it can to prevent the likelihood of there being more cutters than can find employment in the industry.

A further point is that of the relation of Hart, Schaffner & Marx to the general conditions of the market and of the agreements which may be made between the Union and other employers concerning apprentices. On the one hand, since there is as yet no provision with regard to apprentices in the agreements made between the Union and other employers in this city, it is held by the Company that it would be unfair to prevent Hart, Schaffner & Marx from employing apprentices so far as these are necessary for the expansion of its business; for such a limitation might work to the Company's disadvantage in its competitive relations. On the other hand, the Union points to the fact that the matter of apprentices has been raised in their negotiations with the other firms and has been referred to a special committee for consideration and report. This committee has not yet reported. The Union therefore desires that no ruling should be made by this Board of Arbitration which will interfere with the consideration of the general subject of apprentices with the other employers.

Fortunately, certain points are clear and are agreed to by both sides: (1) that there is a special condition of the market which may be said to constitute an emergency; and (2) that the Company does need apprentices.

Two further points seem to the Board to be equally clear: (1) that the business of the firm should not be restricted in a healthful growth; (2) that

HART, SCHWARTZ & HART LABOR AGREEMENT
BOARD OF ARBITRATION

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The Union recognizes that owing to the conditions above referred to there is a need for more apprentices. It believes, however, that it is not necessary or desirable that there should be no limit whatever upon the number of apprentices. It feels a responsibility to the cutters already in the industry to provide them, as far as it is able, with continuous employment. Since the Company does not consider itself in a position to guarantee any definite number of weeks per year steady employment, the Union feels obliged to take such precautions as it can to prevent the likelihood of there being more cutters than can find employment in the industry.

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Fortunately, certain points are clear and are agreed to by both sides: (1) that there is a special condition of the market which may be said to constitute an emergency; and (2) that the Company does need apprentices.

Two further points seem to the Board to be equally clear: (1) that the business of the firm should not be restricted in a material growth; (2) that

so long as neither the industry nor the State assumes any responsibility in the matter of unemployment, the Union is justified in scrutinizing carefully any proposal for increasing the number of cutters beyond the number which can reasonably expect employment. Just at present there is employment for all cutters. Whether the same conditions will continue depends largely upon general conditions in this country and in other countries which cannot be foreseen with certainty. Chairman of the Board has consulted various experts as to probabilities and finds no unanimity of opinion. He feels obliged, therefore, to proceed in a somewhat cautious and experimental manner.

The immediate question is: How many apprentices should be placed under instruction in order that they may be available as soon as possible for the Company's needs? One proposal which would give a certain amount of relief and yet guard the general situation until the future conditions are clear is this: Under the present ruling, the Company is entitled to have 36 apprentices under instruction. Of the 33 under instruction in the spring, 16 have already been certified as qualified to be regarded as regular cutters. Three others are practically ready to be graduated into the list of regular cutters, leaving 14 whose term of instruction would regularly not expire until 1920 (except in the case of one man whose term expires in November, 1919). It has been suggested that the Company might immediately begin instructing 36 apprentices, anticipating in this way the time for regularly appointing men to take the place of the fourteen whose term of apprenticeship has not yet expired. This would leave the 10 per cent rule standing as a general rule, but would merely increase temporarily the number of apprentices, which would automatically go back to 36 (or 10 per cent) next spring, as the 14 men are successively graduated into the number of regular cutters.

The Board believes that the general idea of this proposal is a good one in that it treats the present situation as an emergency to be dealt with apart from the general rule. It will adopt that part of it which will connect the number of new apprentices now authorized with the fact that 14 present apprentices will be graduated during the winter and spring of this coming season. But it is compelled to believe that the number 36 is not quite adequate for the expansion which it seems that the Company is undertaking. On the one hand, the Company states that it expects to expand its business by about one-fifth. On the other hand, it is the understanding of the Board, based on the statements of both parties, that the production in August, which at present requires a large amount of over-time work by the cutters, is at the peak of the season.

Special seasonal increases of production seem to be best provided for by overtime and by shifting of men from one set of shops to another. Permanent expansion of the business seems to be best provided for by an increase in the number of the regular force. Using the best judgment and information which it has at the present time, the Board hereby authorizes the immediate employment of 60 apprentices in addition to the 14 above named, with the provisos: (1) that when the terms of apprenticeship of the 14 expire from time to time, no new apprentices shall be employed in their places unless so authorized after hearing by the Board; (2) this suspension of the 10 percent rule is for the present emergency and the number of apprentices shall automatically go back to the 10 per cent rule as fast as any of the 60 are graduated;

so long as neither the industry nor the State assumes any responsibility in the matter of unemployment, the Union is justified in continuing carefully any proposal for increasing the number of cutters beyond the number which can reasonably expect employment. Just at present there is employment for all cutters. Whether the same conditions will continue depends largely upon general conditions in this country and in other countries which cannot be foreseen with certainty. Chairman of the Board has consulted various experts as to probabilities and holds no unanimity of opinion. He feels obliged, therefore, to proceed in a somewhat cautious and experimental manner.

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The Board believes that the general idea of this proposal is a good one in that it treats the present situation as an emergency to be dealt with apart from the general rule. It will adopt that part of it which will connect the number of new apprentices now authorized with the fact that 16 present apprentices will be graduated during the winter and spring of this coming season. But it is compelled to believe that the number 36 is not quite adequate for the expansion which it seems that the Company is undertaking. On the one hand, the Company states that it expects to expand its business by about one-fifth. On the other hand, it is the understanding of the Board, based on the statements of both parties, that the production in August, which at present requires a large amount of overtime work by the cutters, is at the peak of the season.

Special seasonal increases of production seem to be best provided for by overtime and by shifting of men from one set of shops to another. Permanent expansion of the business seems to be best provided for by an increase in the number of the regular force. Using the best judgment and information which it has at the present time, the Board hereby authorizes the immediate employment of 60 apprentices in addition to the 16 above named, with the proviso: (1) that when the term of apprenticeship of the 16 expire from time to time, no new apprentices shall be employed in their place unless so authorized after hearing by the Board; (2) that suspension of the 10 per cent rule is for the present emergency and the number of apprentices shall automatically go back to the 10 per cent rule as fast as any of the 60 are graduated;

8/14/19

- 3 -

i.e., when the apprentices now appointed have completed their period, successors will not be taken in except so far as the 10 per cent rule would allow this to be done; (3) whenever it seems probable that the future can be more clearly foreseen than at present, either the Company or the Union may bring up the matter for further consideration; (4) two apprentices who have already been placed at work at the request of the Federal Board of Vocational Education under their provisions for wounded soldiers shall be regarded as included within the 60 above authorized; (5) the Board will reserve the right to authorize the employment of a very few other men of this same sort as those referred to under (4). It does not consider that the general number of 60 will be likely to be increased by any such appointment for more than a very brief time, inasmuch as there will in all probability be some vacancies due to men dropping out.

In order to prevent any misapprehension, it is further provided that this number of 60 apprentices is not intended in any way to bear one way or the other upon the general policy in the Chicago market, which is to be considered by a special committee. It is an emergency proposition and is to be regarded as experimental.

JAMES H. TUFTS, Chairman.

To prevent any misunderstanding, it is further understood by the Board that the sixty apprentices above authorized will be inclusive of the 19 recently graduated or soon to be graduated, as above described.

James H. Tufts.

i.e., when the apprentices now appointed have completed their period, unless more will not be taken in except as far as the 10 per cent rule would allow this to be done; (3) whenever it seems probable that the future can be more clearly foreseen than at present, either the Company or the Union may bring up the matter for further consideration; (4) two apprentices who have already been placed at work at the request of the Federal Board of Vocational Education under their provisions for wounded soldiers shall be regarded as included within the 60 above authorized; (5) the Board will reserve the right to authorize the employment of a very few other men of this same sort as those referred to under (4). It does not consider that the general number of 60 will be likely to be increased by any such appointment for more than a very brief time, inasmuch as there will in all probability be some vacancies due to men dropping out.

In order to prevent any misunderstanding, it is further provided that this number of 60 apprentices is not intended in any way to bear one way or the other upon the general policy in the Chicago market, which is to be considered by a special committee. It is an emergency proposition and is to be regarded as experimental.

JAMES H. TUTT, Chairman.

To prevent any misunderstanding, it is further understood by the Board that the sixty apprentices above authorized will be inclusive of the 19 recently graduated or soon to be graduated, as above described.

James H. Tuttle.

HART, SCHAFFNER & MARK LABOR AGREEMENT
BOARD OF ARBITRATION

August 14, 1919.

An appeal in case 787 from back pay allowed by the Trade Board in the case of several cutters.

The Trade Board in this case was acting under the decision of the Board of Arbitration for May 22, 1919, on cases 499, 541, and on a petition of the Union as to a \$2.00 increase granted December 1st, 1918. The Company appeals in form from the decision of the Trade Board. Virtually the appeal is for a re-hearing in the matter decided by the Board of Arbitration May 22. It claims that the decision was against the plain language of the agreement; that the Company had not had adequate opportunity to present its case prior to the decision of May 22d; that the claims had been presented to Mr. Williams, the former chairman of the Board, and that he had refused to give them any consideration, and that consequently these claims had been practically outlawed. The Company further claimed that the cutters were in reality treated in accordance with the spirit of that decision of May 22d, since they were given the same opportunity and advantages as cutters who were on the payroll at the time of granting the increases in question.

The Union claimed that all the arguments of the Company had been heard at the time of the former decision; that the reason why Mr. Williams had not handed down a decision was presumably due to his preoccupation with his duties as fuel administrator and later to his ill health, and that it was not understood by the Union that he had refused to consider the claims on the ground that they were without merit.

As regards the first point claimed by the Company, viz., that the former decision of the Board of Arbitration as applied by the Trade Board is contrary to the language of the agreements in which certain increases of wages were granted, two things are clear: (1), the language is that "all cutters on the payroll of May 2, 1918 (or similar dates for other increases) shall be granted," etc. (2) The minds of the two contracting parties did not meet in the agreement. The representative of the Company states that his intention was to exclude from the requirements of this increase any persons not on the payroll at the particular date specified, although he might be disposed and indeed in practice did think it fair to make a special provision by which men who reached a given standard of efficiency should get the same pay as those who were on the payroll as specified. The representative of the Union was equally positive that it was his understanding that he was bargaining for a permanent scale for all men doing a certain type of work.

HART, SCHAFER & MARK LABOR AGREEMENT
BOARD OF ARBITRATION

August 14, 1919.

An appeal in case 787 from back pay allowed by the Trade Board in the case of several outers.

The Trade Board in this case was acting under the decision of the Board of Arbitration for May 23, 1919, on cases 493, 541, and on a petition of the Union as to a \$2.00 increase granted December 1st, 1918. The Company appeals in form from the decision of the Trade Board. Virtually the appeal is for a rehearing in the matter decided by the Board of Arbitration May 23. It claims that the decision was against the plain language of the agreement; that the Company had not had adequate opportunity to present its case prior to the decision of May 23; that the claims had been presented to Mr. Williams, the former chairman of the Board, and that he had refused to give them any consideration, and that consequently these claims had been practically outlawed. The Company further claims that the outers were in reality treated in accordance with the spirit of that decision of May 23, since they were given the same opportunity and advantages as outers who were on the payroll at the time of granting the increase in question.

The Union claims that all the arguments of the Company had been heard at the time of the former decision; that the reason why Mr. Williams had not handed down a decision was presumably due to his preoccupation with his duties as chief arbitrator and later to his ill health, and that it was not understood by the Union that he had refused to consider the claims on the ground that they were without merit.

As regards the first point claimed by the Company, viz., that the former decision of the Board of Arbitration as applied by the Trade Board is contrary to the language of the agreement in which certain increases of wages were granted, two things are clear: (1) The language is that "all outers on the payroll of May 2, 1918 (or earlier dates for other increases) shall be granted," etc. (2) The minds of the two contracting parties did not dwell in the agreement. The representative of the Company states that his intention was to exclude from the representation of this increase any person not on the payroll at the particular date specified, although he might be discharged and indeed in practice did think it fair to make a special provision by which men who received a given amount of salary should get the same pay as those who were on the payroll as specified. The representative of the Union was equally positive that it was his understanding that he was bargaining for a permanent scale for all men doing a certain type of work.

Since the minds of the parties did not meet, two possibilities were before the Board of Arbitration. It might be governed by the strict interpretation of the wording. This would very likely be the method to be followed in deciding upon many contracts in courts of law, and would probably be the safest rule for decisions which have to consider each case as a separate matter apart from maintenance of a certain general relationship. The Board gave its decision "in the interest of general goodwill, as well as of simplicity and clearness." As at that time advised, the Board believed that it would be undesirable that A and B doing the same kind of work should be paid at different rates. It believed that in so far as the letter of the agreement would bring about this result, it would create friction and ill feeling. In deciding to give any decision at all in the matter after so long a period since the cases were first brought to the attention of the former chairman of the Board, the present Chairman was actuated by a similar consideration. If either side sincerely believed that here was a matter brought before the Board which had not received a decision, the balance might better incline toward giving every man his right to a decision than toward outlawing claims, although it is certainly highly ~~desirable~~ undesirable to take up matters of this sort which ought to have been adjudicated promptly at the time.

So much as reaffirming the grounds for the former decision of the Board of Arbitration. As to the practical application, it appears that the difference between the method pursued in the case of individuals on the payroll and of the others who, the company affirms, were given the same opportunity and advantages, comes down to this: the burden of proof in the case of men on the payroll at the date specified would fall upon the Company in case the Company claimed that any individual fell below the standard of efficiency for his wage. In the case of these men not on the payroll, any individual had to reach the standard of efficiency before the increase was given. In the former case, the Company would proceed through the Cutters' Commission; in the latter case, the Company would make the award on the basis of its own records and without the necessity of showing before the Cutters' Commission that the man in question was not maintaining the standard required. The Board is informed that as yet the Company has not presented to the Trade Board or to the Cutters' Commission any evidence as to these individual cases. It was contemplated in the decision of May 22d that the Company should present any evidence that it might have in justification for the wages paid to these individuals. The Board at present would suggest that the Company has apparently not exhausted its rights under the former decision.

As originally brought before the Board, this request for an interpretation affected certain former increases. Since the decision was rendered on May 22d, there has been further negotiation

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So much as reaffirming the grounds for the former decision of the Board of Arbitration. As to the practical application, it appears that the difference between the method pursued in the case of individuals on the payroll and of the others who, the company, claims, were given the same opportunity and advantages, comes down to this: the burden of proof in the case of men on the payroll at the date specified would fall upon the company in case the company claimed that any individual fell below the standard of efficiency for his wage. In the case of these men not on the payroll, any individual had to reach the standard of efficiency before the increase was given. In the former case, the company would proceed through the Gutter's Commission; in the latter case, the company would make the award on the basis of its own records and without the necessity of showing before the Gutter's Commission that the man in question was not maintaining the standard required. The Board is informed that as yet the company has not presented to the Trade Board or to the Gutter's Commission any evidence as to these individuals. It was contemplated in the decision of May 22d that the company should present any evidence that it might have in justification for the wages paid to these individuals. The Board at present would suggest that the company has apparently not exhausted its rights under the former decision.

As originally brought before the Board, this request for an interpretation affected certain former increases. Since the decision was rendered on May 22d, there has been further negotiation

and a further increase, which the Board is informed has been stated in language similar to the language of preceding increases. Inasmuch as it was evident from the testimony that the minds of the two parties did not meet in the preceding agreements, the Board is constrained to raise the question whether they have met in this recent agreement as of June 1919. It believes that it is an untenable position for the Board to go on affirming what successive agreements mean to the respective parties when there is opportunity for them to make their language explicit as to whether they do or do not mean to establish a scale and as to whether those who are not on the payroll at a certain date have no advantage from the increase unless by special contract with the Company in accordance with which they may individually be granted the increase provided they first reach a certain standard. The Board therefore hereby gives notice that it will inquire of the parties whether their intention in making this agreement of June 1919 is the same, and if it finds that they do not understand the agreement in the same way, it will request them to frame a statement which they do agree upon. Inasmuch as the agreement was made by negotiation rather than through any conference to which the Board was a party, it believes that the parties to the agreement ought to make it clear what they intend. Any cases that may arise under this last increase will therefore be suspended until this point is cleared up.

and a further increase, which the Board is informed has been stated in language similar to the language of preceding increases. Inasmuch as it was evident from the testimony that the minds of the two parties did not meet in the preceding agreement, the Board is constrained to raise the question whether they have met in this recent agreement as of June 1919. It believes that it is an untenable position for the Board to go on affirming that successive agreements mean to the respective parties when there is opportunity for them to make their language explicit as to whether they do or do not mean to establish a scale and as to whether those who are not on the payroll at a certain date have no advantage from the increase unless by special contract with the Company in accordance with which they may individually be granted the increase provided they first reach a certain standard. The Board therefore hereby gives notice that it will inquire of the parties whether their intention in making this agreement of June 1919 is the same, and if it finds that they do not understand the agreement in the same way, it will request them to frame a statement which they do agree upon. Inasmuch as the agreement was made by negotiation rather than through any conference to which the Board was a party, it believes that the parties to the agreement ought to make it clear what they intend. Any cases that may arise under this last increase will therefore be suspended until this point is cleared up.

BOARD OF ARBITRATION, September 2, 1919.

A request was presented to the Board by the union that the decision of August 14th with reference to the number of apprentices be suspended for ten days or two weeks, during the absence in Rochester of the business agent of the cutters' union, insofar as this has not already gone into effect.

It was stated by the company that 38 apprentices out of the 60 authorized, had been already placed at work, and that certain promises had been made to others of appointment.

The company was willing, in the interest of good feeling, to delay further appointments until the return of the business agent.

The board, believing that a delay will not materially injure the company, and that it will be in the interest of harmony, hereby suspends the operation of the decision and directs that no more apprentices be appointed until further order of the board; such a further order will be made at the earliest date possible after the return of the business agent. But unless such a further order is issued, either continuing the suspension ~~and~~ directing that a further decision be put into effect, it is understood that the decision will automatically go into effect, to begin two weeks from this date, namely, September 16th. or

Special cases upon which question may arise as to whether promises have been made may be referred to the chairman of the board.

JAMES H. TUFES,
Chairman.

BOARD OF DIRECTORS, September 2, 1912.

A report was presented to the Board by the manager and the directors of the company that the number of operations is expected for the year to be about 100,000. The amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000.

It was stated by the manager that the operations of the company are expected to be about 100,000. The amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000.

The company was willing to the amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000.

The Board, following that a delay will not materially injure the company, and that it will be in the interest of the company to delay the operations of the company until the amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000.

Special attention was given to the amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000. The amount of the business of the company is expected to be about 100,000.

THOMAS A. SMITH,
Chairman.

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Jr. Bd
- 801 -

Classified under this case number are six complaints by people on ground that certain week workers did not receive the regular increase provided for week workers in the agreement of July 8, 1919.

The workers are as follows:

Catherine Lewieski, #2960, Factory H

Her work is sorting the work for the backmakers. This involves a knowledge of the models and prices in order to allot the work properly to each backmaker. This work was formerly done by the backmakers themselves but it occasioned so much confusion and controversy, thus delaying the work that the company put this portion of the work on week work. The girl has worked there since Dec. 1918. Jan. 8, 1919 her wages were raised from \$14.00 to \$16.00 by reason of the increase due to shortening of hours from 48 to 44. July 15th she was given a raise of \$2.00 but the union claims it should have been \$5.00.

Sarah Pearson, #3934, Factory H

This girl is employed as a checker on lots which she puts together at the chute and passes on to sections. She has been in employ of company for three years in the employ of company a year and a half as a vest pairer and a year and half at the present work. The company says she was incompetent in the former position; the people claim she was transferred to present work because work was slack in the pairing section. On May 2nd, 1918 when she started in present place she received \$12.00. Jan 8, 1919, she was given an increase of \$2.00, the regular increase at the time of the shortening of hours. July 15th, 1919, she was given \$2.00 increase but people claim she should have received \$5.

Celia Hansen, No. 3921. Factory H.

She is a sorter. She started in H-3 as a finisher and because of inexperience was transferred to present work. She was paid \$14.00 and received \$1 increase July 15, 1919. People claim she should have received \$5.00.

2.84
- 801 -

8/12/12

801-2-1

Classified under this case number are six complaints by people on ground that certain work was not done to solve the regular increase provided for work workers in the agreement of July 8, 1912.

The workers are as follows:

Arthur J. Jankowski, 8222, Factory H

Her work is sorting the work for the packmakers. This involves a knowledge of the models and prices in order to allot the work properly to each packmaker. This work was formerly done by the packmakers themselves but it occasioned so much confusion and controversy, thus delaying the work, that the company put this position of the work on week work. The girl has worked there since Dec. 1912. Jan. 8, 1913 her wages were raised from \$14.00 to \$16.00 by reason of the increase due to shortening of hours from 48 to 44. July 15th she was given a raise of \$2.00 but the union claims it should have been \$3.00.

Arthur Pearson, 8222, Factory H

This girl is employed as a checker on lots which she puts together at the chute and passes on to sections. She has been in employ of company for three years in the employ of company a year and a half as a vest pattern and a year and half at the present work. The company says she was competent in the former position; the people claim she was transferred to present work because work was slow in the packing section. On May 1st, 1912 when she started in present place she received \$12.00. Jan. 6, 1913, she was given an increase of \$2.00, the regular increase at the time of the shortening of hours. July 15th, 1912, she was given \$3.00 increase but people claim she should have received \$2.00.

Colie Hansen, No. 8221, Factory H

She is a sorter. She started in H-5 as a checker and because of inexperience was transferred to present work. She was paid \$14.00 and received a regular increase July 15, 1912. People claim she should have received \$2.00.

Elsie Chernow, #3920, Factory H.

Started as a sorter Jan 16, 1919 for \$14.00. Received an increase \$1.00 July 15, 1919. People claim she should have received \$5.00.

Ida Blackman #3922, Factory H.

Started Dec. 17, 1918, as a sorter. Received raise \$2.00 Jan. 8, 1919 at time of shortening hours.

Herman Friedman #2951, Factory H.

Employed some years - 6 or 7 - as piece worker. Because week worker March 26, 1919, at rate of \$22.00 people claim he should receive \$5.00 increase. Prepares lots for button marker.

The people contend that all these workers are entitled to \$5.00 increase for week workers.

The company contends that they are in the class of workers excepted by provision of agreement from participation in the increase.

The portion of the agreement cited by the company reads as follows:

"~~WEEK~~ WORKING IN TAILOR SHOPS.

All week workers in tailor shops on the pay roll July 9, 1919, whose work is directly productive, not including foremen, section heads, examiners or attendants, nor any inexperienced persons employed less than three months, shall receive an increase in addition to their wage rates of \$5.00 per week".

The company contends that all of the employees making the complaint are to be classified as "attendants" and therefore are not entitled to receive the increase; that such increases as may have been given them in the past, even when other employees received increases, were purely voluntary on the part of the company, and did not fall under terms of agreement.

The union contends that the language of the agreement is similar to that of two former agreements where some of these persons engaged in same work received the regular increase, that all of the other excepted classes, foremen, examiners, and section heads, are members of the union, but that the workers classified by the company as attendants are members of the union and hence are included in the agreement.

Forasmuch as this is clearly a case of interpretation of the agreement, and that several other cases are dependent on the ruling in this case, the Trade Board believes it to be advisable to refer the matter to the Board of Arbitration for consideration.

James Mullenbach.

State Charnow, #3280, Factory H.
Started as a worker Jan 15, 1919 for \$14.00. Received
an increase \$1.00 July 15, 1919. People claim she should have
received \$5.00.

Mr. Binkman #3282, Factory H.
Started Dec. 17, 1918, as a worker. Received raise \$2.00
Jan. 8, 1919 at time of reworking.

Harmon Friedman #3281, Factory H.
Employed some years - 6 or 7 - as piece worker. Because
week worker March 22, 1919, at rate of \$22.00 people claim he
should receive \$5.00 increase. Proposed 10% for better worker.
The people contend that all these workers are entitled to
\$5.00 increase for week workers.

The company contends that they are in the class of workers
excepted by provision of agreement from participation in the in-
crease.

The portion of the agreement cited by the company reads as
follows:

"MEN WORKING IN TAILOR SHOP.
All week workers in tailor shops on the pay roll
July 8, 1919, whose work is directly productive, not including
foremen, section heads, examiners or attendants, nor any in-
termediate persons employed less than three months, shall re-
ceive an increase in addition to their wage rates of \$5.00
per week."

The company contends that all of the employees making the
complaint are to be classified as attendants and therefore are
not entitled to receive the increase; that such increase as
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received increases, were purely voluntary on the part of the
company, and did not fall under terms of agreement.

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persons engaged in same work received the regular increases, that
all of the other excepted classes, foremen, examiners, and
section heads, are members of the union, but that the company
classified by the company as attendants and members of the union
and hence are included in the agreement.

Force which as this is clearly a case of interpretation
of the agreement, and that several other cases are dependent
on the ruling in this case, the Trade Board believes it to
be advisable to refer the matter to the Board of Arbitration
for consideration.

James Williamson

HART, SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

Sept. 16, 1919

On September 2 in response to a request by the business agent of the cutters for a suspension of the order authorizing additional apprentices insofar as it has not already been put into effect, until the return of the business agent from Rochester, an order to that effect was entered by the Board.

Notice is hereby given of a meeting of the Board of Arbitration Wednesday afternoon, September 17, at 2 o'clock, for such further advice or discussion of the situation as may be desired.

James H. Tufts.

HART, ROBERTSON & MARK LABOR AGREEMENT
BOARD OF ARBITRATION

Sept. 18, 1919

On September 8 in response to a request by the business agent of the outstare for a reconsideration of the order authorizing additional expenditures insofar as it has not already been put into effect, until the return of the business agent from Rochester, an order to that effect was entered by the Board.

Notice is hereby given of a meeting of the Board of Arbitration Wednesday afternoon, September 17, at 2 o'clock, for such further advice or discussion of the situation as may be desired.

James H. Tuttle.

HART, SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

September 17, 1919

A further hearing on the matter of apprentices was held on this date with especial reference to the order of September 2d suspending the decision of August 14th insofar as that had not already been put into effect. From a statement made by the superintendent of the cutting room, it appears that 487 cutters are at present at work. Of these, 38 are apprentices who have been already placed at work on September 2d under the ruling of August 14th. Two more were placed at work September 4th by authorization of the chairman of the Board on the ground that these positions had been promised them and that their former positions had been filled.

It was further stated by the Company that 8 additional persons had been promised positions as apprentices and that the present production of the cutters is not quite equal to the production of the tailors' shops. It was further stated that the Company was more fully assured than ever of permanent demand for more cutters than are at present employed for at least nine months to come.

The representative of the Union did not question these facts and estimates, but made two points: (1) the uncertainty of the demand after the nine months period, with the corresponding risks for the Union in finding work for its members; (2) the probable effect of the increase in the Hart, Schaffner & Marx shop upon the number of apprentices that will be asked for and permitted in the case of other factories in this Chicago market.

For the reasons set forth in the decision of August 14th, the Board believes it to be probably necessary to increase the number of apprentices to the limit of 60 as then set. At the same time, the Board believes that the Union is entirely justified in its caution. It believes that the remedy for the insecurity in the industry must be sought, however, through contracts which will not leave the individual worker to bear the whole risk of unemployment. If the burden of unemployment falls in some measure upon both sides to the agreement, it is reasonable to suppose that there will be greater inducement to provide continuous employment. With such a contract in force, the Company would also have a direct interest in restricting the number of apprentices to a reasonable extent.

The Company is therefore authorized to set at work the twenty additional apprentices authorized in the decision of August 14.

James H. Tufts, Chairman.

HART, SCHAFNER & MARK LABOR AGREEMENT
BOARD OF ARBITRATION

September 17, 1919

A further hearing on the matter of apprentices was held on this date with special reference to the order of September 24 and pending the decision of August 14th insofar as that had not already been put into effect. From a statement made by the superintendent of the cutting room, it appears that 487 cutters are at present at work. Of these, 28 are apprentices who have been already placed at work on September 24 under the ruling of August 14th. Two more were placed at work September 4th by authorization of the chairman of the Board on the ground that these positions had been promised them and that their former positions had been filled.

It was further stated by the company that 8 additional persons had been promised positions as apprentices and that the production of the cutters is not quite equal to the production of the factory shops. It was further stated that the company was more fully assured than ever of permanent demand for more cutters than are at present employed for at least nine months to come.

The representative of the Union did not question these facts and estimates, but made two points: (1) the uncertainty of the demand after the nine months period, with the corresponding risks for the Union in finding work for its members; (2) the probable effect of the increase in the Hart, Schafner & Mark shop upon the number of apprentices that will be asked for and permitted in the case of other factories in this Chicago market.

For the reasons set forth in the decision of August 14th, the Board believes it to be probably necessary to increase the number of apprentices to the limit of 60 as then set. At the same time, the Board believes that the Union is entirely justified in its contention. It believes that the remedy for the insecurity in the industry must be sought, however, through contracts which will not leave the individual worker to bear the whole risk of unemployment. If the burden of unemployment falls in some measure upon both sides to the agreement, it is reasonable to suppose that there will be greater inducement to provide continuous employment. With such a contract in force, the company would have a direct interest in restricting the number of apprentices to a reasonable extent.

The Company is authorized to make additional apprentices authorized by the decision of August 14th.

James E. Telfer, Chairman.

Hart Schaffner & Marx
Complaint or Suggestion

Union Deputy

9/17/19

191

Received by

From

Complainant

Occupation

Factory

Statement:

To Board of Arbitration:

The firm is employing apprentices in cutting room. Have started these men at the rate of \$12.00 per week, which, we believe, is far too low. Therefore, we ask the Board of Arbitration to give this case a hearing and adjust same.

S. Rissman.

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
Statement:
From
9/27/20

To Board of Arbitration:

The firm is employing
apprentices in cutting room. Have started these
men at the rate of \$12.00 per week, which, we believe,
is far too low. Therefore, we ask the Board of
Arbitration to give this case a hearing and adjust

same.

E. H. H. H.

Investigated by deputies:

Disposition by chief deputy for Company:

Placed on docket for Trade Board by chief deputy:

April 6, 1920.

Professor James H. Tufts,
Chicago, Illinois.

My dear Professor Tufts:

Your Apr. 2 - re back pay to apprentices,
I made inquiry concerning the procedure last September. Mr. Mullenbach stated as follows:

"I recall very clearly that in connection with the apprentice questions last summer this matter of salary for apprentices was one of the elements of the situation that was discussed at some length".

Messrs. Albert and Weinberg state -

"The question of starting-rates for apprentices was raised at a meeting of the Board of Arbitration in September. Mr. Tufts then decided to postpone consideration of it until a later time. This is the last we heard of it until a few days ago."

Williams
In my petition I had referred particularly to the absence of any ruling concerning wages of apprentices. I was not unaware that some conversation and discussion had taken place when the question of the number of apprentices allowed was up, but it is our custom to disregard all verbal statements and take the written decision of the chairman of the Board of Arbitration as the final and authoritative ruling. This is the only policy which we feel will save us from constant misunderstanding and consequent embarrassment. We believe Mr. Weinberg accepted the rule that nothing was binding on either side unless it had been included in a written decision. We would urge the adoption of this rule as a matter of protection for both sides.

objection
The ~~sharpening~~ of the company to the decision is not that an uniform practice should prevail in the market but that the giving of so much unearned and unexpected money to the apprentices will destroy in a large part the incentive to make progress by good work and diligence.

The vice of gambling lies in the destruction of the sense of values and of the incentives to honest efforts and the increased dependence upon luck and chance and other means instead of honest effort. The same demoralizing effect is present, at least in some degree, in cases where young men discover that the way to get money is thru union activity, or other means than diligence and progressive efforts. The policy of the company has always been to reward the apprentices in proportion to their ability and progress so far as they can determine it. This creates a ~~fixed~~ incentive which

Sufficient

April 8, 1930.

Professor James H. Tufte,
Chicago, Illinois.

My dear Professor Tufte:

I made inquiry concerning the process last September. Mr. Mullenbach stated as follows:

"I recall very clearly that in connection with the apprentice questions last summer this matter of salary for apprentices was one of the elements of the situation that was discussed at some length."

Wm. Albert and Weinberg state -

"The question of starting rates for apprentices was raised at a meeting of the Board of Arbitration in September. Mr. Tufte then decided to postpone consideration of it until a later time. This is the last we heard of it until a few days ago."

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Mr. Tufts
Page 2.

diligent
which is ultimately for the benefit of the apprentice himself. Whenever the apprentice sees the incompetent and lazy men getting the same large checks for back pay as he himself, it is very discouraging.

It is for these reasons that the company feels that the decision of the Board should have consideration on these grounds.

Yours very sincerely,

Ed. Howard

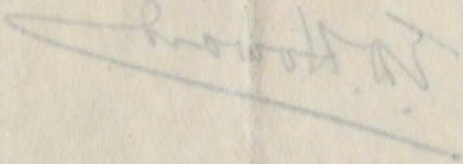
MK/EDH

Mr. Tuffs
Page 2.

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It is for these reasons that the company feels that the decision of the Board should have consideration on these grounds.

Yours very sincerely,



MR. TUFFS

Hart Schaffner & Marx
Complaint or Suggestion

Union Deputy

9/17/19

191

Received by

From

Complainant

Occupation

Factory

Statement:

To Board of Arbitration:

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S. Rissman.

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

2/17/12

191

Union Deputy

From

Received by

Complainant

Factory

Occupation

Statement

To Board of Arbitration:

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men at the rate of \$12.00 per week, which, we believe,
is far too low. Therefore, we ask the Board of
Arbitration to give this case a hearing and adjust

same.

S. Rissman.

Date

Investigated by deputies:

Date

Disposition by chief deputy for Company:

Placed on docket for Trade Board by chief deputies:

File 6-12-12

HART, SCHAFFNER & MARK BOARD OF ARBITRATION

September 18, 1919.

Cases 801-4, referred by the Trade Board to the Board of Arbitration for interpretation of the agreement of July 8, 1919.

The statement of the issue by the Chairman of the Trade Board is substantially as follows:

The Union brought a complaint before the Trade Board that certain week workers did not receive the regular increase provided for week workers in the agreement of July 8, 1919. The individuals are employed as sorters or checkers or in similar tasks. The Company contends that these workers are to be classified as "attendants," and therefore as excepted by provision of agreement from participation in the increase. The Union contends that these workers are entitled to the \$5.00 increase. The portion of the agreement in question reads as follows:

"All week workers in tailor shops on the payroll July 9, 1919, whose work is directly productive, not including foremen, section heads, examiners or attendants, nor any inexperienced persons employed less than three months, shall receive an increase in addition to their wage rates of \$5.00 per week."

The Chairman of the Trade Board further states:

"The Company contends that all of the employees making the complaint are to be classified as "attendants" and therefore are not entitled to receive the increase; that such increases as may have been given them in the past, even when other employees received increases, were purely voluntary on the part of the company, and did not fall under terms of agreement.

"The Union contends that the language of the agreement is similar to that of two former agreements where some of these persons engaged in same work received the regular increase, that all of the other excepted classes, foremen, examiners and section heads, are not members of the Union, but that the workers classified by the Company as attendants are members of the Union and hence are included in the agreement."

In the hearing before the Board of Arbitration, Mr. Howard for the Company stated that the term "attendant" was a payroll term and that the persons so classified performed a kind of service which the Company wished to keep under the immediate control of the managing and supervising staff. In other words, the Company regards these persons as assistants to the foremen or examiners.

HART, SCHWARTZ & MARK BOARD OF ARBITRATION

September 18, 1919

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rather than as a part of the force engaged in actually making clothing. As regards the question whether certain individuals should be so classified, he suggested that since the term had been used in earlier agreements, the bookkeeper of the Company could state as to whether they had received previous increases.

The bookkeeper of the Company testified that the individuals in question (or such of them as were on the payroll January 8) had received the \$2.00 increase granted at that time. In that increase, no discrimination was made. But in July of this year, special instructions were given as to increases, in accordance with which the individuals in question received less than \$5.00.

The president of the Union was asked by telephone for his understanding of the agreement of July 8. He stated that he understood himself to be bargaining for the \$5.00 increase for the same classes of workers for whom previous increases had been secured, that the term "attendant" he supposed to be used in the same sense as in previous agreements, and that he supposed himself to be bargaining for all members of the organization.

Before stating its decision on the case, the Board of Arbitration will make two provisos limiting the scope of the decision:

1. The broad question as to whether certain kinds of work belong to the administrative staff of foremen, examiners, and other persons who may be regarded as assistants to them, and as to whether the individuals who do this work are all of them (as is now the case with foremen and examiners) ineligible to membership in the Union, is not before the Board at this time. So far as this aspect of the situation enters at all, it must be regarded as incidental, because the merits of this broader question of policy have not been discussed before the Board.
2. The language of the agreement of July 8 implies that there is a class of persons called "attendants" who are not to be regarded as entitled to increase because of this agreement. Any decision as to the proper classification of individuals must not set up a rule for such classification as would necessarily lead to the practical wiping out of this word from the agreement. In other words, it must be assumed that both parties to the agreement had some class of persons in mind by the term "attendants."

The question directly before the Board is whether certain persons or classes of persons were or were not entitled to the increase of July 8. Three different tests for determining this are suggested by the statements and arguments before the Board.

1. Precedent.-- Are certain workers entitled to expect increases because they had received increases at the time of former agreements similarly worded?

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The question directly before the Board is whether certain persons or classes of persons were or were not entitled to the increase of July 8. Three different tests for determining this are suggested by the statements and arguments before the Board.

1. Precedent.-- Are certain workers entitled to expect increases because they had received increases at the time of former agreements similarly worded?

2. Membership in the Union.- The agreement may be presumed to make provision for members but not for non-members.
3. Classification on the payroll.- Is the classification on the payroll the decisive thing? It is assumed that this classification is made by the Company on the basis of the kind of work which the individuals are doing, and it is claimed that this kind of work is that of assistants to the administrative or managing force, and not that which is "directly productive."

An important if not a decisive factor in the decision must be, what did the parties involved have a right to expect? If we are considering the points (1) and (2), was it made clear that increases under former decisions were given to certain individuals because of the agreement and to other individuals because of a voluntary grant by the Company? Was it made clear that increases given to certain members of the Union were secured to them through the agreement and because of their membership in the Union, whereas increases granted to other members of the Union were not granted because of this membership and through the agency of the Union in their behalf? If we are considering point (3), do the Company and the individuals classed as attendants have a clear understanding on this point? Are these individuals hired explicitly as "attendants"? If they are previously members of the Union, do they understand that they are excepted from any bargaining by the Union? If they are transferred from other work to the work of "attendants," do they understand that they forfeit their right to any increases made to week workers in general?

Evidence before the Board did not make it clear that there had been explicit understanding on the above points. The Board of Arbitration refers to the Trade Board the inquiry whether in individual cases there was such explicit understanding. It makes the following statement of the principle to be used in deciding specific cases:

Admitting the existence of a class of attendants not entitled to increases under the agreement of July 8, precedent and membership in the Union at that time raise a presumption that such members of the Union as received earlier increases are entitled to the increase of July 8 (\$5.00 for week workers, etc.), which presumption can only be set aside by evidence that there was clear understanding that the individuals were classed as attendants and therefore were not to participate in the advantages of the agreement. By "clear understanding" the Board means such notice to the individuals or classes of individuals as would make it clear to them that they had to lose as well as to gain by being classified as "attendants."

JAMES H. TUFTS, Chairman.

2. Membership in the Union. -- The agreement may be presumed to make provision for members but not for non-members.

3. Classification on the payroll. -- Is the classification on the payroll the decisive thing? It is assumed that this classification is made by the Company on the basis of the kind of work which the individuals are doing, and it is claimed that this kind of work is that of assistants to the administrative or managing force, and not that which is "directly productive."

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JAMES H. TUTT, Chairman.

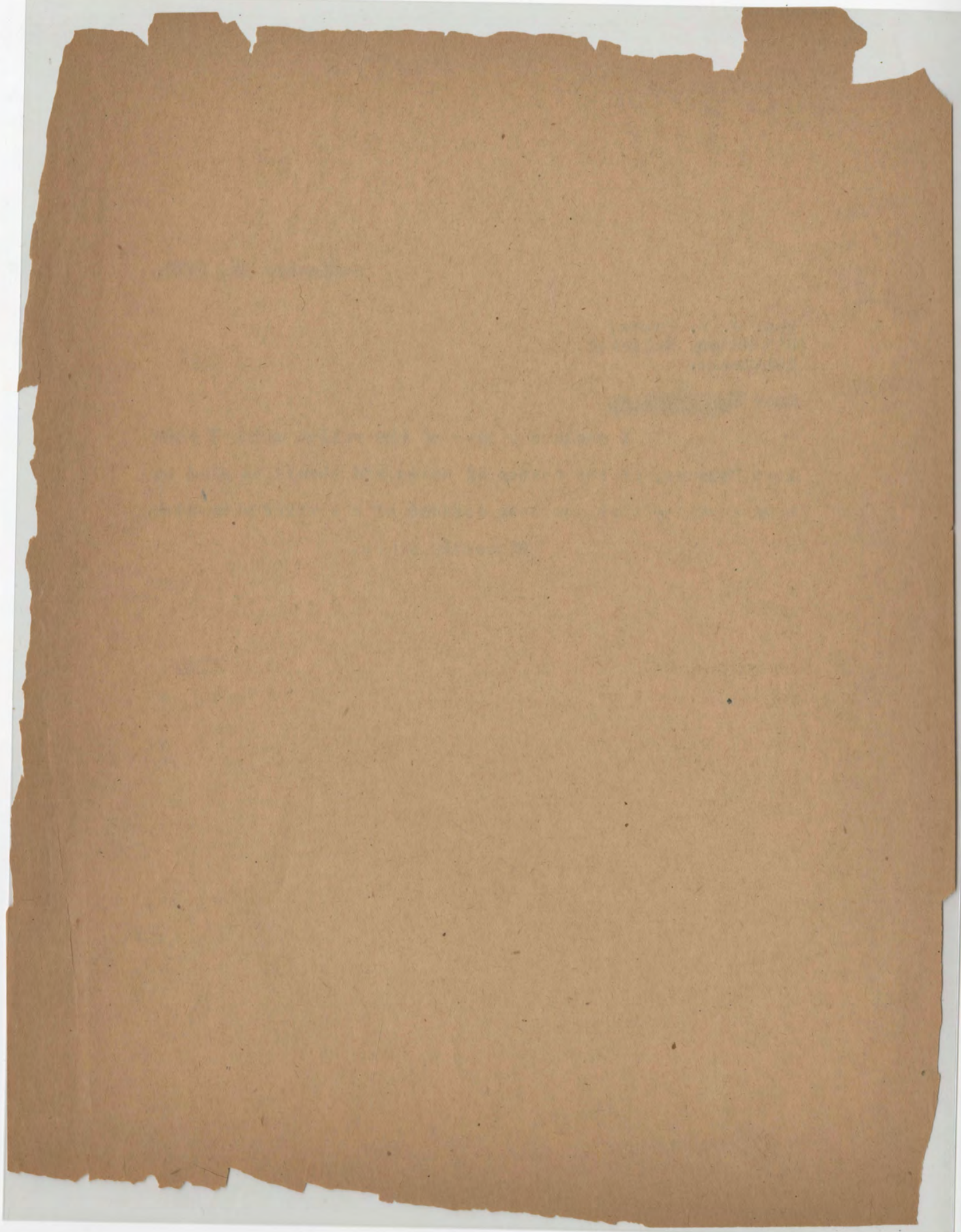
September 18, 1919.

Hon. J. M. Moses,
526 Munsey Building,
Baltimore.

Dear Jewish Friends:

I enclose a copy of the ruling which I made
last February on the matter of usage, and should be glad to
have anything that you have decided of a similar character.

Sincerely yours,



Hart Schaffner & Marx
Complaint or Suggestion

Union Deputy

9/17/19

191

Received by

From

Complainant

Occupation

Factory

Statement:

To Board of Arbitration:

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apprentices in cutting room. Have started these
men at the rate of \$12.00 per week, which, we believe,
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same.

S. Rissman.

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
Statement

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Arbitration to give this case a hearing and adjust
same.

S. Blumenthal

Investigated by deputies
Disposition by chief deputy for Company:
Date

Placed on docket for Trade Board by chief deputies:

First Draft
Superseded.

HART, SCHAFFNER & MARX BOARD OF ARBITRATION

Sept. 18, 1919.

Cases 801-4, referred by the Trade Board to the Board of Arbitration for interpretation of the agreement of July 8, 1919.

The statement of the issue by the Chairman of the Trade Board is as follows: The Union brought a complaint before the Trade Board that certain week workers did not receive the regular increase provided for week workers in the agreement of July 8, 1919. The individuals are employed as sorters or checkers or in similar tasks. The Company contends that these workers are to be classified as "attendants" and therefore as excepted by provision of agreement from participation in the increase. The Union contends that these workers are entitled to the \$5.00 increase.

The portion of the agreement in question reads as follows:

"All week workers in tailor shops on the payroll July 9, 1919, whose work is directly productive, not including foremen, section heads, examiners or attendants, nor any inexperienced persons employed less than three months, shall receive an increase in addition to their wage rates of \$5.00 per week."

"The Company contends" etc.- 2 ¶'s.

In addition to the statement of the case as formulated by the Trade Board, the Board of Arbitration had statements from Mr. Howard representing the Company, ^{and} Mr. ~~Ant~~ Glickman representing the Union. It also had testimony from the bookkeeper of the Company and the Chairman subsequently obtained from Mr. Hillman a statement as to his understanding of the meaning of the term "attendant" as used in the agreement.

Sept. 18, 1919.

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individuals are employed as sorters or checkers or in similar tasks.

The Company contends that these workers are to be classified as

"attendants" and therefore as excepted by provision of agreement

from participation in the increase. The Union contends that these

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"The Company contends" etc. - & P's.

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and the Chairman subsequently obtained from Mr. Hillman a state-

ment as to his understanding of the meaning of the term "attendants"

as used in the agreement.

Mr. Howard stated that the term "attendant" was a payroll term, and that the persons so classified performed a kind of service which the Company wished to keep under the immediate control of the managing and supervising force. In other words, the Company regards these persons as assistants to the foremen or examiners rather than as a part of the force engaged in actually making the clothing. As regards the merits of classifying certain individuals under the head of attendants and as therefore entitled to increases, he suggested that since the term had been used in earlier agreements, the bookkeeper of the Company could furnish data as to whether they had received previous increases.

The bookkeeper testified that the individuals in question (if on the payroll January 8) had received the \$2.00 increase granted at that time. All week workers were treated alike at that time. But in July of this year, special instructions were given as to increases in accordance with which the individuals in question received less than the \$5.00 increase.

The President of the Union stated that in making the agreement of July 8th, he understood that he was bargaining for the \$5.00 increase for the same classes of workers for whom previous increases had been secured, and that the term "attendant" was used in the same sense as in previous agreements, and finally that he supposed himself to be bargaining for all members of the organization.

Three different tests, to be applied singly or in conjunction, are suggested by the testimony and statements of the parties.

(1) The kind of work which the "attendant" does: is he an assistant to the management and on this account to be classed with the management, or is he doing some part of the work of making

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The bookkeeper testified that the individuals in question (if on the payroll January 8) had received the \$3.00 increase granted at that time. All week workers were treated alike at that time. But in July of this year, special instructions were given as to increases in accordance with which the individuals in question received less than the \$5.00 increase.

The President of the Union stated that in making the agreement of July 8th, he understood that he was bargaining for the \$5.00 increase for the same classes of workers for whom previous increases had been secured, and that the term "attendant" was used in the same sense as in previous agreements, and finally that he supposed himself to be bargaining for all members of the organization.

Three different tests, to be applied singly or in conjunction, are suggested by the testimony and statements of the parties.

(1) The kind of work which the "attendant" does: is he an assistant to the management and on this account to be classed with the management, or is he doing some part of the work of making

clothes?

(2) Membership or non-membership in the Union: The agreement might be presumed to provide for members but not for non-members.

(3) Precedent: Did the class of workers in question receive increases under former agreements similarly worded?

(Considering (1), the language of the agreement, which connects "attendants" with foremen, section heads and examiners, makes it natural to conclude that by "attendant" is meant some part of the managing or supervising force)

Before examining carefully the probabilities under each of these heads, two general statements may be made: First, there is doubtless some group or class of employees, ^{other than foremen, section heads or examiners} which it was the intention of the agreement to except from its provision. Any contention which would go so far as to maintain that there were no such persons as attendants and hence that there were none excepted from the agreement, would manifestly prove too much. Second, the question as to whether certain classes of persons are properly ~~xxxxxxx~~ ~~xxxxx~~ to be members of the administrative staff and therefore, by analogy with the foremen, section heads, and examiners, to be regarded as not eligible for union membership, or whether they are on the contrary properly eligible to union membership, is not before the Board at this time. This question has not been considered except as incidental. The question before the Board is whether certain persons or classes of persons were entitled to the increase of July 8th. Therefore this decision must not be regarded as settling the ~~xxxxxx~~ question of eligibility. It may be assumed that as the Company is entitled to have foremen and examiners who will be responsible for ~~the~~ supplying work and for guaranteeing its quality,

so it is entitled to provide clerical or other assistance to aid them in this work. The question before the Board is not this abstract question, but rather whether certain workers, ~~because of the nature of their work~~ members of the Union who had received increases under previous decision (if on the payroll at the time) are now properly to be classed as attendants because of the nature of their work.

Considering first whether the matter of precedent is decisive, it is clear from the testimony of both sides that the individuals whose cases were before the Trade Board did receive the former increases. This certainly raised a presumption that they would receive the present increase. The Company stated that the increase was granted not because of the agreement, but as a voluntary matter. It does not appear that the Company explicitly notified individuals of this fact, and hence it would be natural for the members of the Union who received the increase to suppose that it was given them because of the bargain which the officers of the Union had made. If the Company did not choose to raise directly the issue with the Union as to whether certain classes of individuals were eligible to the Union, it must be held that the members of the Union who had been given ~~for~~ the former increase might well suppose that they were within their rights in belonging to the Union and therefore that they were entitled to any increase which the Union secured for its membership. The fact that the Company considered that it was awarding the former increases as a voluntary matter and not because of the agreement, would not offset the assumption of the workers unless the Company directly or publicly made its position clear to

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those concerned. So far as points (2) and (3) are concerned, the presumption is therefore in favor of granting the \$5.00 increase to those members of the Union who received previous increases.

The further question then is; Does the fact that certain workers are doing a certain kind of work deserve to be regarded as decisive in spite of precedents? One difficulty in accepting this view is that the line of division between the "directly productive" workers and "attendants" seems not entirely definite. At least the attendants do not seem to be as closely associated with the management as do the foremen. For the specific cases brought before the Trade Board show that in one case work formerly done by the bank makers is now done by a sorter on week work; that certain workers formerly piece workers, finishers, etc. were transferred to the work of sorters. If a worker in one section or kind of work would have been entitled to an increase by the collective bargain, it does not seem fair that she should be transferred to the class of "attendants" and thereby lose any right to the services of the Union and consequently to an increase which she would have received if she had remained at her former work. It might appear further that if the purpose of the Company in classifying these attendants with the managing and supervising force was to secure their direct loyalty to the Company, it would be unfortunate to give them the impression that they were faring less well in this position than in their former positions as "directly productive" workers. The Board concludes that the burden of proof in the case of any individual who has received former increases is clearly upon the Company.

If we were to attempt to establish a logical rule, we should have to consider that in the development of industry some parts of

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the process of making clothes which were originally performed by one workman may be split off and given to another workman. It is conceivable that much might be said for treating certain of these oricesses as properly making the materials ready for work, and therefore as belonging to management. But this question has not been explicitly raised, and therefore the Board would hold that insofar as it becomes necessary to raise at all the question of fact, viz., whether the work of a sorter, for example, is productive, the only guide would be whether the work in question has been a part of the work of the tailor or rather a part of the work of the foreman or examiner. I

If a worker is hired as an attendant, is given to understand that he is a part of the administrative staff, that he must report exclusively to the management and consider himself as an assistant to the Company officials rather than as a member of the producing group who may reasonably look to the Union for aid and advice and assistance, this would give sufficient basis for concluding that the worker in question understood that he belonged to the group of attendants and therefore would not be entitled to increases. If there was no such clear understanding, the considerations of precedent and membership in the Union must be taken as preponderant.

The Trade Board is therefore authorized to settle particular cases on this principle.

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The Trade Board is therefore authorized to settle particular

cases on this principle.

Hart Schaffner & Marx
Good Clothes Makers

Chicago, September 24, 1919.

Professor James H. Tufts,
University of Chicago,
Chicago, Illinois.

My dear Mr. Tufts:-

In my negotiations with Mr. Hillman for a new wage adjustment, we are likely to be hindered by the absence of any authorized standards of output in the trimming room. Much to my surprise, Mr. Hillman holds me responsible for the delay in the establishment of such standards. My impression has been that Mr. Albert has been doing his best to urge upon you a prompt decision in this case and I shall be very glad to hear from you how far Mr. Albert and I have been delinquent in pressing this case before you. If the cause for delay lies in any other quarter I think Mr. Hillman should know of it.

May I therefore suggest that it would be of great assistance to all concerned if the standards of output could be settled upon in the very near future?

Yours very truly,

MK/EDH

Earl Dean Howard

1111
Good, Charles, 1111

Chicago, September 12, 1912.

Professor James H. Tuttle,
University of Chicago,
Chicago, Illinois.

My dear Mr. Tuttle:-

In my negotiations with Mr. Hillman for a new ware adjustment, we are likely to be hindered by the absence of any authorized statement of output in the instant room. Such to my surprise, Mr. Hillman has no responsibility for the delay in the establishment of such statement. My investigation has been that Mr. Albert has been doing his best to urge upon you a prompt decision in this case and I shall be very glad to hear from you how far Mr. Albert and I have been delinquent in pressing this case before you. If the cause for delay lies in any other quarter I think Mr. Hillman should know of it.

My I therefore suggest that if would be of great assistance to all concerned if the statement of output could be settled upon in the very near future?

Yours very truly,

OK/208

Hart Schaffner & Marx
Good Clothes Makers

Chicago, September 29, 1919.

My dear Professor Tufts:

The officers of the company have taken great alarm at what they imagine is going to be your decision in case of the trimmers' output. I have tried to reassure them by stating that the Board will simply indicate the quantity of work which each trimmer or class of trimmers should do for the salary they are now receiving and that in this case the Board has nothing whatever to do about changing the salaries of the trimmers as fixed by the agreement of July 9, 1919. Of course, we concede that the full Board of Arbitration has the right to consider general changes of extraordinary nature in the industry and change of wage standards of the agreements, but this is a very formal proceeding in which the full Board participates, and I am sure the chairman of the Board would not individually attempt to change the agreement in individual cases. If my interpretation of this clause in the agreement is in error, I shall be very glad to be advised.

My understanding of the purpose of the case now in hand is that the chairman of the Board will fix the quantity of output which the company has a right to require for the salaries they are now receiving.

Yours very truly,
E. Howard Earl Dean Howard.

W. L. G. & M. L.

Chicago, September 22, 1910.

My dear Professor Butler:

The officers of the company have taken great pains to make the figures in your report to be your best estimate of the company's output.

I have tried to make them as accurate as possible. The Board will simply indicate the quantity of work which each trimmer or class of trimmers should do for the salary they are now receiving and that in this case the Board has nothing whatever to do about changing the salaries of the trimmers as fixed by the agreement of July 2, 1910. Of course, we concede that the Board of Arbitration has the right to consider general changes of extraordinary nature in the industry and changes of wage standards of the enterprise, but this is a very formal proceeding in which the full Board

participates, and I am sure the chairman of the Board would not individually attempt to change the agreement in individual cases. If by intention of this nature in the agreement is in error, I shall be very glad to be advised.

My understanding of the nature of the case now in hand is that the chairman of the Board will indicate the quantity of output which the company has a right to receive for the salaries they are now receiving.

Yours very truly,

October 1, 1919

Professor Earl Dean Howard,
Hart, Schaffner & Marx,
Chicago.

Dear Mr. Howard:

In reply to your letter of September 29, I should say this: My own conception of the work of our joint commission on improving the efficiency of the trimming room is that it is not so much in the nature of a decision as it is of a co-operative inquiry. We may come to a deadlock and not get anywhere, but we have not yet reached any point that would justify any alarm on the part of either the Company or the Union. My hope, which may prove to be ill founded, is that we may reach some schedule of work and pay which will be mutually advantageous to the Company and to the workers. At present I gather that the Company pays for a very uncertain amount of output. It ought to be possible for the Company to know what it is getting. Conversely, the existing system gives no incentive to the workers. Hence for a variety of reasons the output tends to lag. The general theory that we have been working under is that we might establish some sort of standard that would be regarded as the minimum. I think it would not be possible to take the firm's 100% as this minimum. As a matter of fact, the firm is not getting this 100% now from more than two or three people, if I remember right, among the body lining trimmers.

After establishing some sort of minimum for which the present rates of pay would apply, the next step would be to establish one, two or three higher grades of output for which an inducement would be offered in the form of increased pay. It has been my conception that this would be advantageous to both sides, although of course the degree of advantage which each side would get would vary according to the percentages of work and pay that were set for these higher grades.

In view of the nature of the procedure, it has been my hope that the commission could reach something which both sides would accept. I should not wish to be regarded as imposing a higher rate of work upon the Union or a higher rate of pay upon the Company. If we cannot agree upon anything, the purpose of the Commission will be largely thwarted, and something else might then need to be tried.

As you have doubtless been told by Mr. Albert, two radically different theories are before the Board for establishing the base. The Company contends that the minimum ought to be its 100% as fixed by time studies. The Union claims that the base ought to be what the men have been doing for the past, since the bargain was made with the full knowledge on the part of the Company of about what the men had been doing.

It isn't necessary to say that both these theories as to bargains are current in the business world. Value is sometimes set by quantity of an article, but it is quite as frequently set by use and custom or bargaining power. And when it comes to the equivalent which is paid, we do not need to be reminded of what a purely arbitrary thing a dollar is nowadays. It changes from day to day. Hence I do not think that we can settle the issue on any abstract theory of "honesty." I think we shall have to get some kind of standard for different degrees of energy and adjust pay accordingly without attempting to settle the abstract question of what an honest day's work is.

Sincerely yours,

September 29, 1919

Professor Earl D. Howard,
Hart, Schaffner & Marx,
Chicago.

Dear Mr. Howard:

Returning from a few days in the country, I find your letter of September 24th. The status of the procedure for establishing the standards in the trimming room is as follows. No individual is responsible for the delay. The responsibility is due to the psychology of the situation. I am told by Mr. Hissman that last January the trimmers vigorously opposed the suggestion of any such arrangement and even said that they would not go into an agreement if such standards were made a part of it. In any case, the representatives of the Company and the Union did not see fit to make any mention of this in the agreement. I think that the slang phrase is on the whole probably not an unfair statement of the situation--namely, that both sides have "passed the buck" on this for at least three years.

When I took up the situation last summer, the first factor in the situation was the attitude of distrust on the part of the Union and of a somewhat uncompromising position on the part of the Company that it was a very simple matter of common honesty. With reference to this latter, I remarked more than once that supposing I should lay down a rule that so many cuts per day constituted a day's work, it could hardly be expected that Mr. Mullenbach and I would stand by with shot guns to shoot everybody who did less. The problem therefore is not merely to set up some assumed standard; it is to get an attitude on the part of the men. We have had a good many meetings of our Commission and I think have made considerable progress in overcoming the early attitude of suspicion. We have not yet agreed upon what shall be regarded as a base and what percentage of increase can be established for increased rates of pay, but we have the data in hand.

I was interested in conferring with the impartial chairmen from New York and Baltimore who have had the same problem. Mr. Bell said he assured the manufacturers that he had no magic power to compel workmen to do more than they had been accustomed to do. Some inducement would have to be offered. Judge Moses, partly no doubt because he has been longer known to the Union and probably has their confidence more fully, was able to introduce a series of time studies to aid him in setting

his base. We should have met with great antagonism if we had attempted anything of that kind here as a first step. We shall be able to make some use of the studies which the Company has made this past winter and spring, but we could not take their 100% as our base.

Aside from the difficulty inherent in the psychology of the situation, we had to suspend our session August 15 on account of Mr. Riseman's being away, and then again on account of his further absence in Rochester. The past ten days I have been away myself. We expect to resume sessions next week. But I do not feel that the time spent has been thrown away. I think that there was general agreement that the attitude in the trimming room was bad, and I am inclined to think that a disposition to hasten matters would have failed to secure the desired results.

Cordially yours,

Chicago, October 2, 1919.

Prof. Tufts,
Chicago, Illinois.

My dear Professor Tufts:

Mr. Rismann has brought to me your decision of August 14th in Case #787 concerning back pay allowed several cutters. Much to my surprise he asserts that this decision is an order for us to pay the cutters the amounts claimed, and accuses us of having delayed the execution of this order.

After careful reading of the decision I can find in it no specific order to make any payments.

The conclusion reached in the decision seems to be contained in the following words: "The Board, therefore, hereby gives notice that it will inquire of the parties whether their intention in making this agreement of June 1919 is the same, etc."

So far as I am a party to the agreements our intention was obviously what the words plainly state to my mind without any ambiguity whatever, namely: "All cutters on the pay roll of May 2nd". The pay roll is a very definite and concrete thing and there ought to be absolutely no dispute as to who are on the pay roll on any definite date.

I am sending a copy of this to Mr. Rismann.

Yours truly,

EARL DEAN HOWARD.

Chicago, October 2, 1919.

Prof. Tuttle,
Chicago, Illinois.

My dear Professor Tuttle:

Mr. Ritzmann has brought to me your decision of August 14th in Case #787 concerning back pay allowed several cutters. Much to my surprise he asserts that this decision is an order for us to pay the cutters the amounts claimed, and accuses us of having delayed the execution of this order.

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I am sending a copy of this to Mr. Ritzmann.

Yours truly,

EARL DEAN HOWARD.

C O P Y

October 4, 1919.

Professor Earl Dean Howard,
Hart, Schaffner & Marx,
Chicago.

Dear Mr. Howard:

In reply to your inquiry concerning the decision of August 14, the intention of that decision was to make a distinction between cases affecting increases prior to that decision as claimed by the representative of the cutters, and possible future cases that might be brought under the agreement of June of this year. As regards the former cases, the intention of the Board was to re-affirm its decision of May 22. In this decision, the position of the Board was that the men in question were entitled to the increases claimed unless the cutters' commission fixed it at a lower rate. In other words, the Board decided that the burden of proof that these individuals were not entitled to a raise was upon the Company proceeding through the cutters' commission. The reasons for this decision were set forth in the two decisions of May 22 and August 14.

With reference to cases that may be brought under the agreement of June 1919, the Board stated on August 14 that it would endeavor to obtain from the parties to the agreement more definite statements in order to clear up the difference of interpretation which has existed in the case of former agreements. It is in receipt of your reply, but has not yet received a reply from Mr. Hillman.

Sincerely yours,

JAMES H. TUFTS.

C O P Y

October 4, 1919.

Professor Earl Dean Howard,
Hart, Schaffner & Marx,
Chicago.

Dear Mr. Howard:

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Sincerely yours,

JAMES H. TUTT.



Hart Schaffner & Marx

CHICAGO
NEW YORK

Chicago, October 6th, 1919.

Professor James H. Tufts,
University of Chicago,
Chicago, Illinois.

My dear Professor Tufts:

I am very happy to learn that no individual is responsible for the delay in procuring standards for the trimming room. I will forward this information to Mr. Hillman.

You are quite right in your statement that Mr. Rissman and the trimmers vigorously opposed any standards in January, even though the union had failed utterly to maintain the efficiency of the trimmers as they had promised in return for the concession we made in the agreement. However, as you will remember, Mr. Hillman stated in June that the Amalgamated had agreed with the company to have standards, and over-ruled Mr. Rissman's objections to bringing the case before the Board of Arbitration. It does not seem to me a case of "passing the buck". During the last three years we have been hoping that the union would carry out its promises to maintain efficiency, and do away with the grave demoralization which is now unfairly penalizing us and the consumers whom we are trying to serve. It was only after their failure to do so was apparent that Mr. Hillman and I sought other means - to ask the Board of Arbitration to fix standards.

The company feels that the situation has reached a point where justice and fairness demand that a rule be laid down as to what shall constitute a day's work for salary received, and that both the Trade Board and the Board of Arbitration shall sustain disciplinary efforts to enforce these standards.

Our conditions are not comparable with those in New York and Baltimore. Under the agreement we have been conducting our relations with the people on the basis of principles and fair play, and not by an attempt to take every advantage which power would enable us to. This enterprise of adjusting our negotiations on the basis of principles to which both we and the unions give our allegiance places the whole matter on a radically different basis than it could

Star-Spangled Banner

CHICAGO
NEW YORK

Chicago, October 25, 1918.

Professor James H. Tufts,
University of Chicago,
Chicago, Illinois.

My dear Professor Tufts:

I am very happy to learn that no individual is
responsible for the delay in procuring standards for the
examining room. I will forward this information to Mr.
Hillman.

You are quite right in your statement that
Mr. Hillman and the firmers vigorously opposed any stand-
ards in January, even though the union had failed utterly
to maintain the efficiency of the firmers as they had
promised in return for the concession we made in the agree-
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the last three years we have been hoping that the union
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of adjusting our negotiations on the basis of principles to
which both we and the union give our allegiance places the
whole matter on a radically different basis than it could

Prof. James H. Tufts.

be in markets where there has been continual hostility and industrial warfare. During eight years conscious guidance of practice by principle the union has developed responsibilities based on a mutuality of good faith, and it would be disastrous if the agencies which the agreement and eight years practice have set up did not do everything possible to encourage that sense of responsibility and to discourage any slackness in its enforcement.

It seems to me of very great importance that a decision establishing standards should be reached in this matter, and that seems to me the whole purpose of the co-operative inquiry. It was because of the intolerability of the whole situation that the matter was referred to you for decision, and Mr. Hillman was in full accord with our action in so doing. Unless we proposed to subvert the entire purpose and practice of the agreement by giving the union veto power over your decision and the standards it sets up, there could be no deadlock. It is for just such situations as this that the whole machinery of arbitration was set up and it is here that arbitration and decision can render the highest service to the morale of the productive system and to the consuming public who are unfairly exploited whenever anyone gets paid for services for which he does not deliver the full measure of value. We have, for some time, been bearing an intolerable situation in the hope that the Board of Arbitration was working towards a decision that would do justice to us and to the consumers whose agents we are.

If the existing system gives no incentive to the workers, it is because of the pervading spirit and purpose among them to see how little they can do and "get away with it". There has been a general "laying down on the job" which can only be explained on the theory that some agency is fostering the belief that our people profit by giving as little as possible in the way of service. Such a belief is subversive at once of the self respect and pride of the individual who practices it, and of the welfare of the public who in the last analysis are paying him.

The company is anxious and ready to reward increased efficiency with increased salaries, and, in fact, some of the trimmers are disgruntled because the union officials will not permit them to earn more money by increasing their efficiency. One of the reproaches that one hears hurled most frequently at the present system of production is that the worker is entitled to what he produces. The company is in entire sympathy with that view and it is anxiously waiting a decision which will give fair and impartial standards by which a worker's output may be measured, and thereby make it possible to offer every stimulus and opportunity to the people

be in workers where there has been continual hostility and industrial warfare. During eight years' experience of practice by industry the union has developed responsibility based on a sympathy of good faith, and it would be disastrous if the agencies which the agreement and eight years' practice have set up did not do everything possible to encourage that sense of responsibility and to discourage any slackness in its enforcement.

It seems to me of very great importance that a decision establishing standards should be reached in this matter, and that seems to me the whole purpose of the co-operative inquiry. It was because of the inability of the existing system that the matter was referred to you for decision, and Mr. Williams was in full accord with our action in so doing. Unless we proposed to subvert the entire purpose and practice of the agreement by giving the union vote power over your decision and the standards it sets up, there could be no deadlock. It is for just such situations as this that the whole machinery of arbitration was set up and it is here that arbitration and decision can render the highest service to the morale of the productive system and to the consuming public who are unfairly exploited whenever anyone gets paid for services for which he does not deliver the full measure of value. We have, for some time, been hearing an industrial situation in the hope that the Board of Arbitration was working towards a decision that would do justice to us and to the consumers whose agents we are.

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Prof. James H. Tufts.

to increase their earnings and better their conditions by increasing their output.

It is probably true that we are not getting one hundred percent of even our very moderate requirements from the body lining cutters. That is merely another way of saying that restriction of output is being openly practiced.

I want to recall to you, if I may, the preamble by Mr. Williams to the agreement of 1916, which states better than I could hope to restate the spirit and purpose of both parties to the agreement, and the principles to which they both voluntarily declared their allegiance:

"The parties whose names are signed hereto purpose entering into an agreement for collective bargaining with the intention of agreeing on wage and working conditions and to provide a method for adjusting any differences that may arise during the term of this contract.

"In order that those who have to interpret this instrument may have some guide as to the intentions and expectations of the parties when entering into this compact, they herewith make record of their spirit and purpose, their hope and expectations, so far as they are now able to forecast or state them.

"On the part of the employer it is the intention and expectation that this compact of peace will result in the establishment and maintenance of a high order of discipline and efficiency by the willing co-operation of union and workers rather than by the old method of surveillance and coercion; that by the exercise of this discipline all stoppages and interruptions of work, and all wilful violations of rules will cease; that good standards of workmanship and conduct will be maintained and a proper quantity, quality and cost of production will be assured; and that out of its operation will issue such co-operation and good will between employers, foremen, union and workers as will prevent misunderstanding and friction and make for good team work, good business, mutual advantage and mutual respect.

"On the part of the union it is the intention and expectation that this compact will, with the co-operation of the employer, operate in such a way as to maintain, strengthen and solidify its organization, so that it may be made strong enough, and efficient enough, to co-operate as contemplated in the preceding paragraph; and also that it may be strong enough to command the respect of the employer without being forced to resort to militant and unfriendly measures.

"On the part of the workers it is the intention and expectation that they pass from the status of wage servants, with no claim on the employer save his economic need, to that of self-respect-

to increase their earnings and better their condition by increasing their output.

It is probably true that to any one looking at the hundred percent of even our very moderate requirements from the body lining current. That is nearly another way of saying that restriction of output is being openly practiced.

I want to recall to you, if I may, the promise by Mr. Williams to the agreement of 1915, which states better than I could hope to restate the spirit and purpose of both parties to the agreement, and the principles to which they both collectively declared their allegiance:

"The parties whose names are signed hereto purpose entering into an agreement for collective bargaining with the intention of settling on wages and working conditions and to provide a method for adjusting any differences that may arise during the term of this contract.

"In order that those who have to interpret this instrument may have some guide as to the intentions and expectations of the parties when entering into this compact, they herewith make record of their spirit and purpose, their hope and expectations, so far as they are now able to forecast or state them.

"On the part of the employer it is the intention and expectation that this compact of peace will result in the establishment and maintenance of a high order of discipline and efficiency by the willing co-operation of union and workers rather than by the old method of surveillance and coercion; that by the exercise of this discipline all propaganda and interruptions of work, and all willful violations of rules will cease; that good standards of workmanship and conduct will be maintained and a proper quality, quantity and cost of production will be assured; and that as a result of this operation all issues such as operation and good will between employer, foreman, union and workers as will prevent misunderstanding and friction and make for good team work, good business, mutual advantage and mutual respect.

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"On the part of the workers it is the intention and expectation that they reap from the state of wage surveys, with no claim on the employer save his economic need, to that of self-respect.

Prof. James H. Tufts.

ing parties to an agreement which they have had an equal part with him in making; that this status gives them an assurance of fair and just treatment and protects them against injustice or oppression of those who may be placed in authority over them; that they will have recourse to a court, in the creation of which their votes were equally potent with that of the employer, in which all their grievances may be heard, and all their claims adjudicated; that all changes during the life of the pact shall be subject to the approval of an impartial tribunal, and that wages and working conditions shall not fall below the level provided for in the agreement.

"The parties to this pact realize that the interests sought to be reconciled herein will tend to pull apart, but they enter it in the faith that by the exercise of the co-operative and constructive spirit it will be possible to bring and keep them together. This will involve as an indispensable prerequisite the total suppression of the militant spirit by both parties and the development of reason instead of force as the rule of action. It will require also mutual consideration and concession, a willingness on the part of each party to regard and serve the interests of the other, so far as it can be done without too great a sacrifice of principle or interest. With this attitude assured it is believed that no differences can arise which the joint tribunal cannot mediate and resolve in the interest of co-operation and harmony."

The present restriction of output is in direct violation of that declaration of principles.

I do not believe there is any justification in sound current practice in the business world for letting the trimmers believe that the company's continued toleration and patience with their failure to live up to the spirit and purpose of the agreement gives them any title to hope that the Board of Arbitration will justify their conduct. It would be a very unhappy precedent for the Board of Arbitration to establish to penalize the company for their patience in allowing the union itself, without interference, to try to bring its members to an honorable performance of their obligations under the agreement; -and to reward the delinquents for their delinquency.

We should not like to believe that there was any intentional breach of good faith on the part of any of the officials of the union. It would be a very sorry day for the community and the people if any lowering of morale or debasing of the moral currency were to be manipulated for the personal aggrandisement and political influence of individuals.

Yours very truly,

Earl Dean Howard

P.S. I want to add a word of thanks for your voluntary effort

Tror, James H. Lusk.

the parties to an agreement which they have not an equal part with him in making; that this action gives them an assurance of fair and just treatment and protects them against influence or oppression of those who may be placed in authority over them; that they will have recourse to a court, in the opinion of which their votes were equally potent with that of the employer, in which all their grievances may be heard, and all their claims adjusted; that all changes during the life of the trust shall be subject to the approval of an impartial tribunal, and that wages and working conditions shall not fall below the level provided for in the agreement.

"The parties to a trust have the right to make a contract to be recognized herein will tend to nullify, but they enter it in the faith that by the exercise of the co-operative and constructive spirit it will be possible to bring and keep them together. This will involve an individual spirit by regarding the total expression of the militant spirit by both parties and the development of reason instead of force as the rule of action. It will require also mutual consideration and concession, a willingness on the part of each party to regard and serve the interests of the other, so far as it can be done without too great a sacrifice of principle or interest. With this attitude assumed it is believed that no differences can arise which the joint tribunal cannot resolve and resolve in the interest of co-operation and harmony."

The present restriction of output is in direct violation of that declaration of principle.

I do not believe there is any justification in sound current practice in the business world for forcing the workers believe that the company's continued solvency and existence with their failure to live up to the spirit and purpose of the agreement gives them any right to hope that the board of arbitration will justify their conduct. It would be a very unwholesome precedent for the board of arbitration to penalize the company for their failure in allowing the union itself, without interference, to try to bring its members to an honorable performance of their obligations under the agreement, and to reward the delinquents for their delinquency.

We should not like to believe that there was any intentional breach of good faith on the part of any of the officials of the union. It would be a very sorry day for the community and the people if any lowering of morale or debasing of the moral courage were to be manipulated for the personal aggrandizement and political influence of individuals.

Yours very truly,

Carl H. Brown

P.S. I want to add a word of thanks for your voluntary efforts.

Prof. James H. Tufts.

in adjusting the difficulty of the attendants strike.
Your advice to the boys with reference to their behavior
upon returning to their places seems to have been seriously
taken by them, and to be very well followed.

Prof. James H. Tufts.

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Your advice to the boys with reference to their behavior
upon returning to their places seems to have been seriously
taken by them, and so be very well followed.

Hart Schaffner & Marx
Good Clothes Makers

Chicago, October 15, 1919.

Professor James H. Tufts,
Chicago, Illinois.

My dear Professor Tufts:-

I am enclosing a copy of a statement regarding our Cutters Commission. Because of the unusual condition regarding our tickets the Cutters Commission cannot take up the tickets either in the cutting room or before the Commission, and it seems to me that we shall have to do something about it. It may be that the company and the people will come to some agreement about it now that they are negotiating for an increase, but I thought it well to make a report to you, inasmuch as the Commission gets its authority from the Board of Arbitration.

Yours very truly,

James Mullerbach

MK/JM

Harry Schellinger & Miller
General Clothing Makers

Chicago, October 12, 1919.

Professor James H. Tuttle,

Chicago, Illinois.

My dear Professor Tuttle:-

I am enclosing a copy of a statement regarding our Outlets Commission. Because of the unusual conditions regarding our tick in the Outlets Commission cannot take up the tick at either in the outfitting room or before the Commission and it seems to me that we shall have to do something about it. It may be that the company and the people will come to some arrangement about it now that they are negotiating for an increase, but I thought it well to make a report to you, inasmuch as the Commission vests the authority from the Board of Arbitration.

Yours very truly,

WJH

HART, SCHAFFNER & MARX LABOR AGREEMENT

BOARD OF ARBITRATION

November 3, 1919

A petition from the Cutters' Commission was presented in which a ruling was asked upon the standard of work to be required from the men in the cutting department who, in accordance with the agreement of July 1919, are to receive periodic increases to their wages of \$1.00 per month until they have reached the minimum of #37 per week.

The representative of the Company on the Commission had assumed that as the rate of pay increased, the standard would also increase automatically so that the men would be expected to finish the cut in shorter time each month.

The representative of the Union assumed that the award of the periodic increase was to be independent of increase in efficiency. The Chairman of the Commission asks the Board of Arbitration for an interpretation upon this point.

Two points are equally clear: First, that in the agreement of July 1919, it is provided that the wages shall be increased until they reach the minimum of \$37 and there is no provision for a corresponding increase of efficiency. Second, that on the other hand, there ought to be no decrease on the part of the workers such as to lower the total efficiency of the men whose wages are thus increased.

The Board rules that the standard used by the Cutters' Commission for each of these men so increased shall be the standard by which his efficiency was determined prior to the increase. If this gives rise to new problems, they will be taken up as they are presented.

JAMES H. TUFTS, chairman.

HART, SCHWARTZ & MARK LABOR AGREEMENT

BOARD OF ARBITRATION

November 8, 1919

A petition from the Outters' Commission was presented in which a ruling was asked upon the standard of work to be required from the men in the cutting department who, in accordance with the agreement of July 1919, are to receive periodic increases to their wages of \$1.00 per month until they have reached the minimum of \$37 per week.

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JAMES H. TUTT, Chairman.

Board of Arbitration
Petition to Cutters Commission. 11/6/19

P. 7. 11/11/19
Request for information concerning right of company to change method of cutting.

The failure of the union to supply the necessary number of cutters and of the Board of Arbitration to permit the company to train sufficient men to provide the necessary cutting, not only for the present, but also for the forthcoming season, obligates the managers to use every means in their power to get the cutting done. It is not only an obligation to the customers but to the employees of other departments whose opportunities depend upon the cutting.

It has been the custom hitherto, with some exceptions, to make separate cuts of each fabric and not to combine different woollens in the same cut. The company has never, either voluntarily or under compulsion of the two boards, been limited in this matter. The matter has been discussed but for various reasons the company did not assert its right to combine cuts.

It has been estimated that by combining different fabrics in the same cut, the output of the cutting room can be increased as much as twenty-five per cent with the same force. This would not increase the amount of labor of any individual nor put him to any disadvantage; his chances of getting an increased salary would be improved if anything.

The union may claim that it would impair certain advantages which they have by reason of their monopoly of the labor supply maintained by preventing young men from learning the trade (as far as they can) and by restriction of individual output and opposition to efficiency methods. The company contends that these advantages (overtime at excessive rates, etc.) gained from the monopoly is not legitimate and that the board should not hinder the company in improving its efficiency but should protect the individual worker against loss thereby.

The spirit of the agreement as indicated in the Preamble and in numerous decisions confirms the right of the company to efficiency in production and of the union to protection of the earning power of the worker.

The company therefore requests a ruling confirming the right of the company to combine fabrics in one cut with the understanding that the wages of the cutter shall not be impaired either directly or indirectly.

EARL DEAN HOWARD.

Request for a written commitment right of company to change method of cutting.

The failure of the union to supply the necessary number of cutters and of the Board of Arbitration to give the company the right to change the method of cutting is not only for the present, but also for the future. The company is not in a position to give every man in their power to get the cutters done. It is not only an obligation to the customers but to the employees of other departments whose operations depend upon the cutting.

It has been the custom hitherto, with some exceptions, to make separate cuts of each fabric and not to combine different widths in the same cut. The company has never either voluntarily or under compulsion of the two boards been limited in this matter. The matter has been discussed but for various reasons the company did not accept the right to combine cuts.

It has been estimated that by combining different fabrics in the same cut, the output of the cutting room can be increased as much as twenty-five per cent with the same force. This would not increase the cost of labor of any individual nor put him to any disadvantage; his chances of getting an increased salary would be improved if anything.

The union may claim that it would injure certain advantages which they have by reason of their monopoly of the labor supply maintained by preventing them from leaving the trade (as far as they can) and by restriction of individual output and opposition to efficiency method. The company contends that these advantages (working at excessive rates, etc.) gained from the monopoly is not legitimate and that the Board should not hinder the company in improving its efficiency but should protect the individual worker against loss thereby.

The spirit of the agreement as interpreted by the Board and its numerous decisions confirms the right of the company to efficiency in production and of the union to protection of the earning power of the worker.

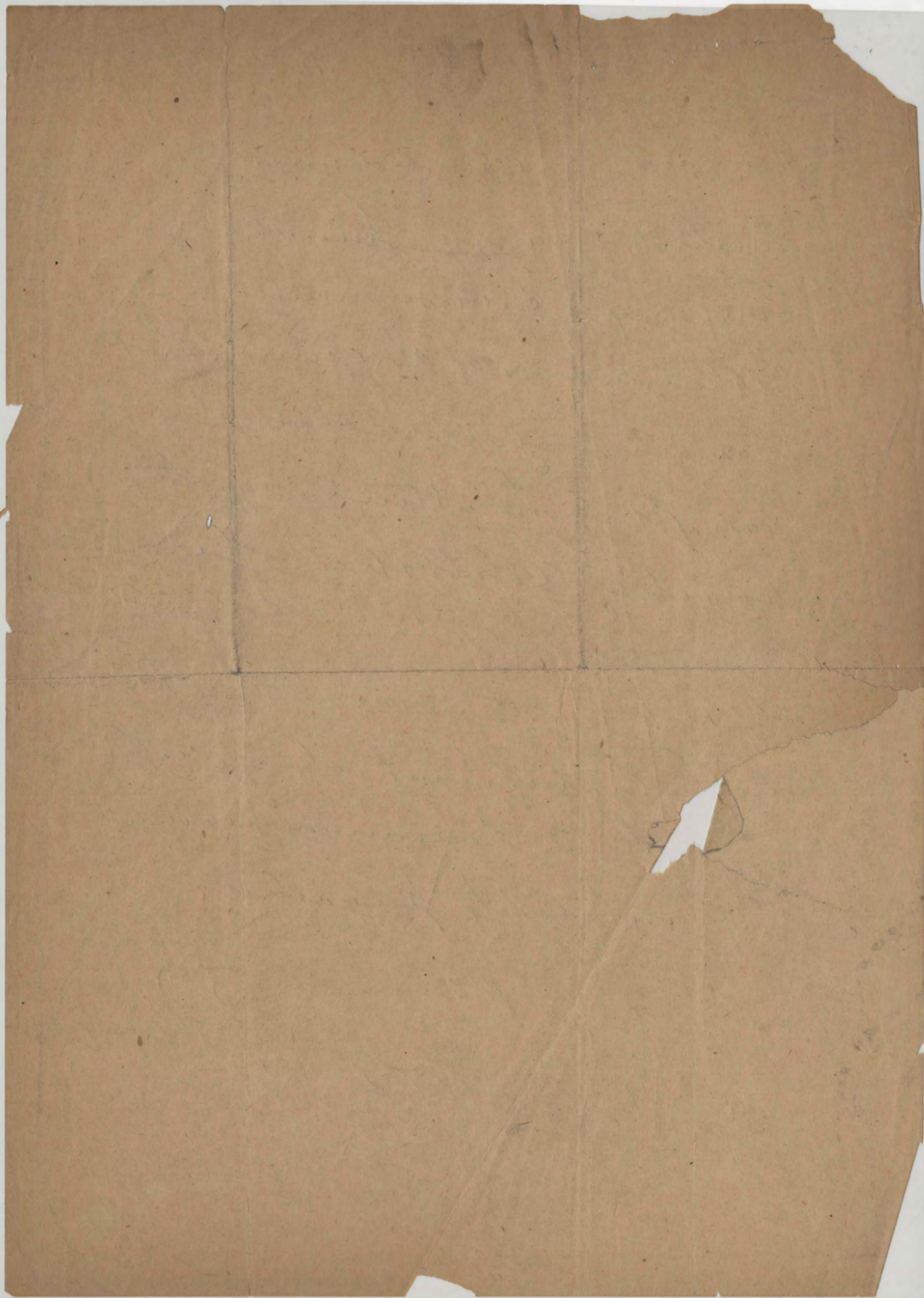
The company therefore requests a ruling confirming the right of the company to combine fabrics in one cut with the understanding that the wages of the cutter shall not be impaired either directly or indirectly.

WILLIAM HOWARD

11-7-19

In the matter of changing
method of cutting - presented by
company to Culture Commission -
the Chairman is of the opinion that
the question at issue should be
brought to the attention of the
Board of Arbitration. The
Commission does not believe
that it has the power to make
such a significant change as this
would be in the common practice
that has hitherto prevailed.

JM



BOARD OF ARBITRATION

Nov. 14, 1919.

In accordance with the oral understanding between representatives of the Company and of the Union at the conference held November 13, notice is hereby given that the question as to the jurisdiction of the Board of Arbitration over certain persons called "Attendants" will be considered at a formal session of the Board to be held on the morning of Monday, November 17 at 9:30. The request for this comes from the Union in consequence of a statement presented by the Company at the conference on November 13 as to the views of the Company concerning the classification of certain kinds of work.

JAMES H. TUFTS,
Chairman.

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JAMES H. TUTT,
Chairman.

HART, SCHAFFNER & MARX LABOR AGREEMENT, BOARD OF
ARBITRATION

Nov. 14, 1919.

The Company requests the Board of Arbitration for a ruling confirming the right of the Company to combine fabrics in one cut with the understanding that the wages of the cutter shall not be impaired either directly or indirectly.

The Company states that in the lack of a sufficient number of cutters and further because of the limited number of apprentices now permitted, the Company is obliged to consider other means to get the cutting done.

A hearing on this matter will be given on Monday afternoon, November 17, at 2:15. The Board would suggest that it might be well for the members of the Cutters' Commission to be present at the hearing in order to aid with information and advice.

JAMES H. TUFTS,
Chairman.

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ARBITRATION

Nov. 14, 1919.

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JAMES H. TUTTS,
Chairman.

HART, SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

December 2, 1919.

A Decision supplementary to the decision of September 18, 1919 upon cases 801-4 as to what workers were entitled to receive the \$5.00 increase for week workers according to the agreement of July 8.

In the decision of September 18, it was held that the chief factor to be taken into account was whether certain persons classified by the Company as "Attendants" had certain natural and reasonable expectation, based on having received previous advances, that they should receive \$5.00 provided in the July agreement. It was held that unless there was a clear understanding that the individuals were classed as Attendants and therefore were not to participate in the advantage of the agreement, there was a presumption that they should receive the \$5.00.

In examining all the particular cases, the Trade Board ascertains that nearly all cases in question fall under this ruling or else are clearly excluded from the \$5.00 increase by another clause in the Agreement of July 8, viz., that which excepts "inexperienced persons employed less than three months." It appears, however, that there are a very few cases of persons (about six) who had been on July 8 employed more than three months and who were nevertheless not on the payroll at the time of the January increase. The Board of Arbitration believes that these workers also had a reasonable ground for expecting that they would receive the \$5.00 increase, since they were doing the same kind of work as others who had received the previous increase. According to the decision of this Board September 18, these workers might naturally and reasonably feel that they should justly receive the same consideration in the somewhat doubtful case as their fellow-workers who had been employed a slightly longer time. The Board hereby extends to these cases the benefit of the same presumption; i.e., they should receive the increase unless there was a clear understanding that they were to be classified as Attendants and were therefore excluded from benefits of the agreement.

But to prevent any misunderstanding, the Board reaffirms that this decision is not to be regarded in any sense as a precedent for future claims of these persons or as settling the status of various groups of persons now classified on the payroll as Attendants. Both the Union and the persons to whom these increases are granted are hereby notified to this effect. The question as to the status of certain persons classed as Attendants is being worked out. It ought to be decided on the basis of what is best for the Company and the Union and the harmonious working of the Agreement rather than on the somewhat accidental way in which certain individuals have been classified in the past and paid certain increases. The point to be guarded in doing justice to the individuals is that there should be a clear understanding. The Board therefore requests that each individual who receives this increase be notified as above provided. The attached form is suggested for a letter to be sent to each.

JAMES H. TUFTS, Chairman.

1919.

HART, SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

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JAMES H. TUFTS, Chairman.

HART, SCHWARTZ & HARRIS ASSOCIATES
BOARD OF AMBITIOUS

December 2, 1919.

A Resolution recommending to the Board of Directors of the Company that the amount of \$5.00 per annum be paid to each member of the Board of Directors for the year ending July 1, 1920.

In the Resolution of September 15, 1919, it was held that the amount of \$5.00 per annum be paid to each member of the Board of Directors for the year ending July 1, 1920. The Resolution of September 15, 1919, was based on the fact that the Board of Directors of the Company had certain duties and responsibilities which should be recognized by the Company. It was held that the amount of \$5.00 per annum be paid to each member of the Board of Directors for the year ending July 1, 1920. The Resolution of September 15, 1919, was based on the fact that the Board of Directors of the Company had certain duties and responsibilities which should be recognized by the Company.

In examining all the resolutions passed, the Board of Directors of the Company has found that the amount of \$5.00 per annum be paid to each member of the Board of Directors for the year ending July 1, 1920. The Resolution of September 15, 1919, was based on the fact that the Board of Directors of the Company had certain duties and responsibilities which should be recognized by the Company. It was held that the amount of \$5.00 per annum be paid to each member of the Board of Directors for the year ending July 1, 1920. The Resolution of September 15, 1919, was based on the fact that the Board of Directors of the Company had certain duties and responsibilities which should be recognized by the Company.

But to prevent any misunderstanding, the Board of Directors of the Company has found that the amount of \$5.00 per annum be paid to each member of the Board of Directors for the year ending July 1, 1920. The Resolution of September 15, 1919, was based on the fact that the Board of Directors of the Company had certain duties and responsibilities which should be recognized by the Company. It was held that the amount of \$5.00 per annum be paid to each member of the Board of Directors for the year ending July 1, 1920. The Resolution of September 15, 1919, was based on the fact that the Board of Directors of the Company had certain duties and responsibilities which should be recognized by the Company.

JAMES H. TUTT, Chairman.

SUGGESTED FORM FOR NOTIFYING CERTAIN PERSONS OF THE REASONS FOR AN INCREASE OF WAGES AWARDED IN ACCORDANCE WITH A DECISION OF THE BOARD OF ARBITRATION.

December 1919

H ——— The Board of Arbitration has made a ruling by which you are to be granted an increase of wages. The Board thinks that you ought to understand clearly just why this ruling was made and to understand also one further point about it in order that there may not be any misunderstanding in the future.

The Agreement between the Company and the Amalgamated Clothing Workers of July 8, 1919, provided for a \$5.00 increase for week workers except for certain classes. Foremen, examiners, etc. were not included because they belong to the administrative department; inexperienced persons employed less than three months were not included. Another class called "attendants" was not included. The Company understood "attendants" to mean rush-boys, sorters, checkers, pilers, shortage clerks, etc. who attend upon the workers but do not themselves actually make clothes. They are a sort of intermediate group between the management and other workers. Because you were regarded as being in this class, you did not receive the increase at the time. The Board of Arbitration was asked by the Union to make an interpretation of this word "attendant" in order to decide who ought to receive the increase.

The wording of the agreement is that those who were attendants should not receive the increase, but the Board believed that it is fair to take account of whether these persons had received previous increases and therefore might naturally and reasonably expect an increase unless there was some definite understanding. It has ruled that those who received previous increases and also a few others who had been employed more than three months and were doing the same kind of work shall receive the increase, unless there was a clear understanding with them that they would not come under the agreement. In other words, it has given them the benefit of a doubt.

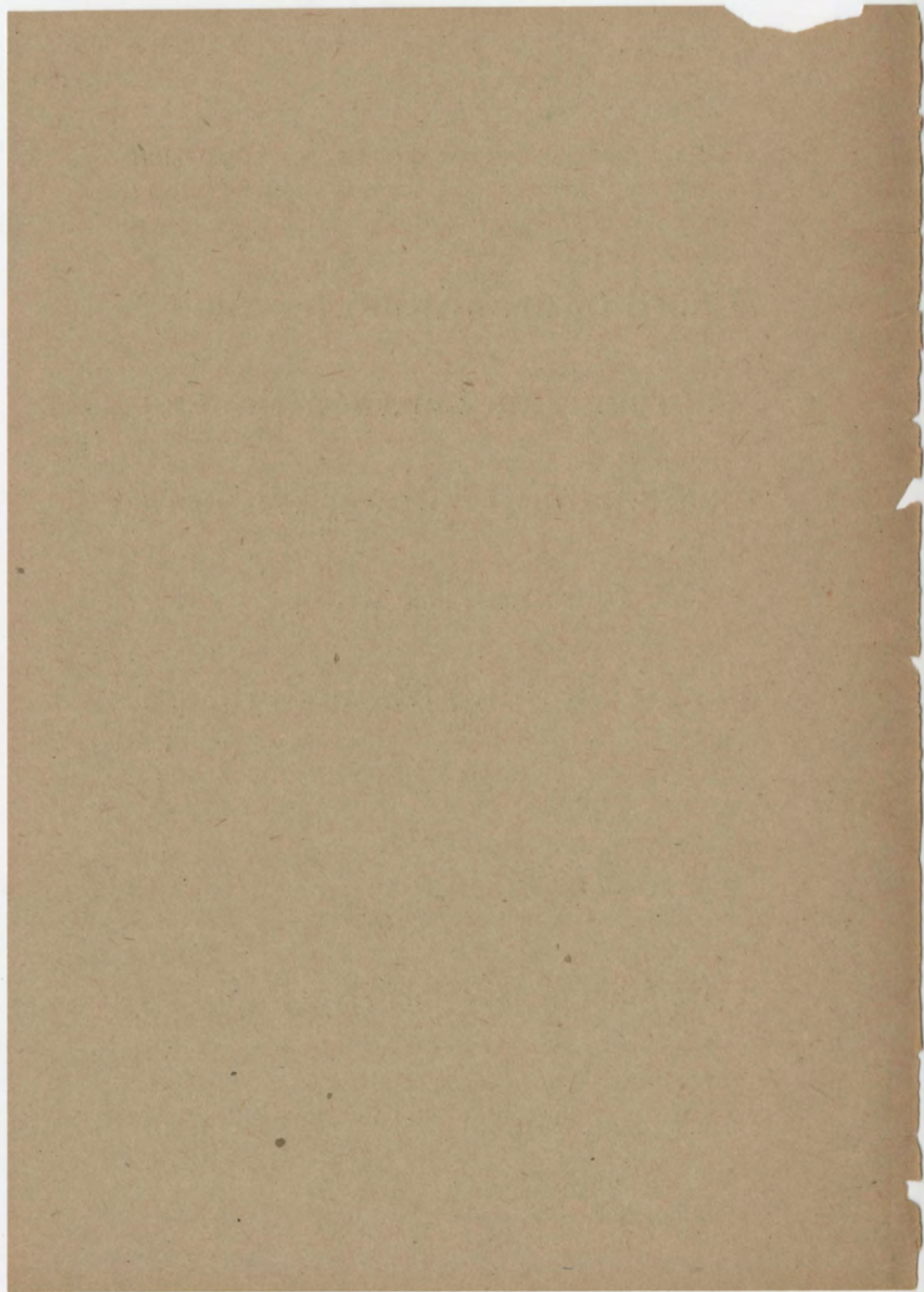
At the same time, the Board wishes to say to you that it made the decision largely because the question was not raised before July 8 and because there was no chance to come to a clear understanding at that time. The question as to the best way to classify some of the workers who have been called "attendants" is not yet settled. It is being worked out. The fact that the persons in this group were given the benefit of the doubt when interpreting the agreement of last July must not be taken as settling this other question as to the future way of classifying persons in this group, and as to whether their increases in the future will come through agreements or in the way in which increases are granted to the office force, to foremen, etc.

JAMES H. TUFTS,

Chairman.

Board of arbitration for the
agreements between the
Amalgamated Clothing Workers
of America and
Chicago Clothing Manufacturers

Decision of December 22, 1919



The agreements between the Amalgamated Clothing Workers of America and various firms engaged in the manufacture of men's clothing in Chicago contain the following provision:

"If there shall be a general change in wages or hours in the clothing industry, which shall be sufficiently permanent to warrant the belief that the change is not temporary, then the Board shall have power to determine whether such change is of so extraordinary a nature as to justify a consideration of the question of making a change in the present agreement, and, if so, then the Board shall have power to make such changes in wages or hours as in its judgment shall be proper."

Under this provision, appeal has been made to the Board of Arbitration to determine whether the emergency therein referred to exists at this time, and if it shall decide that such an emergency does exist, then to proceed in accordance with the provision.

The Amalgamated Clothing Workers were represented by Messrs. Hillman, Levin, Mariempietri, Rosenblum, Rissman, and others; the Firms, by Mr. Carl Meyer, and by Messrs. Howard, Hotchkiss, Todd, Abt, Haylett, and other Labor Managers, at a formal hearing held on December 13. Statistics asked for by the Board were subsequently presented showing comparisons between Chicago and other markets as to rates, wages, and other conditions; wages now paid in Chicago, increases

already granted since 1913, the age and marital condition of workers with especial reference to their dependents; comparisons with other Chicago industries. Supplementary advice was obtained by the Chairman at conferences with labor managers and officials of the Amalgamated as to details of certain proposed changes, and also at a conference with representatives of retail clothiers. The attention of the Board was also called to official government reports upon wages and costs of living.

In announcing the following decision, the Chairman of the Board desires to state that inasmuch as the other two members of the Board have acted as representatives of the respective parties, he has found himself in the position of being obliged to take the responsibility for the decision.

I.

Shall the board take action under the emergency clause?

The first point to be determined is whether an emergency of the character referred to now exists. Figures were submitted by Mr. Hillman showing changes in New York, Baltimore, Rochester, Boston, and Canadian cities. The fact of these changes was not questioned by the Firms, but it was claimed that these changes do not warrant a change in the Chicago market since the conditions in other markets are not similar. In particular it was claimed that New York is a contractors' market and a

highly unstable one; that Rochester changes were intended to bring up a market which had previously been below others; and that Baltimore changes were not submitted to arbitration.

The Board holds that although the figures presented substantiate in part these contentions of the Firms as to some of the other markets, the evidence as a whole is conclusive as to the existence of "a general change in wages in the industry" "sufficiently permanent to warrant the belief that the change is not temporary," and hence that it has power to "make such changes as it shall judge to be proper."

II.

Arguments submitted by the respective parties

Coming now to the main issues presented to the Board, they may be considered under two heads: (1) Shall any change be made in wages? (2) What changes, if any, shall be made?

The representative of the clothing workers presented requests for increases in wages and maintained that increases were justified because of

1. Increased cost of living.
2. Desire for improvement in standards of living, if the industry can afford it.

3. The great demand for labor in this industry which would have permitted greatly increased wages by bargains made by individual workers had not the Agreement stabilized and moderated rates of wages.

4. The increased market value which labor in this industry now commands, as shown by increases in wages in other cities.

5. The efficiency of this industry in maintaining constant production, thereby making its important contribution to public welfare, both in the economic aspect of doing its share toward keeping costs down as compared with the wastefulness of strikes, and in the general social and public aspect of maintaining order and peace in industry in the midst of a generally disturbed condition in the labor world.

6. The efficiency of the Chicago market in particular as a piecework market, which makes it possible for the Chicago market to do at least as well by the workers as other less efficient markets, and makes any other attitude hard to justify.

Against any increase at this time it was maintained by the representatives of the firms:

1. That increases in wages in the industry have more than kept pace with increased cost of living.

2. That whatever may be true as to the demand for labor and the consequent market rate of wages, there is at this time a paramount duty to the public not to increase the cost of the necessities of life unless there is a real exigency, which in this case does not exist.

3. That this industry is now in a highly favorable condition as compared with other industries, both national and local, especially when it is considered that only about one-third of those employed are heads of families.

4. That since deflation is bound to come sooner or later, every increase which adds to costs has a tendency in the wrong direction, and will make the inevitable shrinkage more keenly felt.

5. That the indirect effects on prices and industry of any increase in wages at this time ought to be considered.

6. That local conditions in the Chicago market, both within the industry and in the relation of this to other industries, make any change undesirable from the point of view of the best interests of the Agreement into which many of the firms have recently entered.

III.

Decision by the board upon the general question of an increase

After considering and weighing these and other arguments not here recited, and after studying with such care as time has permitted the valuable figures submitted, the Board finds that as regards the relation in the industry between increases of wages and increased cost of liv-

ing, the contention of the firms is in the main justified. For most classes of workers, the increases hitherto granted have at least been equal to the increased cost of living as estimated by the U. S. Department of Labor. In some cases these increases have greatly exceeded the increased cost of living. In the case of certain groups, however, the figures submitted show that the increase in wages has been considerably less than the increased cost of living.

The general question as to the propriety of any increase turns therefore on this: Shall a group of workers be permitted under this Agreement to avail itself of market conditions of supply and demand to improve its standard of living beyond the general level of advancing rates in cost of living, or is it the duty of this Board to refuse such a demand on the grounds of public policy?

In answering this question, the Board believes that it must be governed largely, although not exclusively, by the prevailing principles and policies of the country as embodied in its institutions. In endeavoring to give a just decision, the Board does not feel warranted in setting up a standard too widely at variance with our present social and economic order.

The principles and policies of the United States are, with certain qualifications, those of individualism, or the competitive system. This means that prices, wages and profits are fixed by bargaining under the forces of supply and demand. This general principle is qualified and limited in the case of "property affected with a public interest," such as railways. In private, as distin-

guished from public or semi-public business and industry, there is a moral disapproval on the one hand for such extremely low wages as make a decent standard of living impossible, and on the other hand, for extreme increases in the prices of necessities of life, but there is no general disapproval of the general principle of profiting by market conditions. In time of national emergency, we used the word "profiteer" to condemn taking advantage of the country's need for an unreasonable private gain. But in ordinary time, there is as yet no recognized standard for the fairness of prices, of various goods, or for relative wages in different industries, other than what the bargainers agree upon. This method may often fail to give justice as measured by various other standards of merit or desert. But for the most part, labor has had to bargain for its wages, and it cannot be expected to forego entirely the advantages which market conditions now afford.

Coming, then to the specific concrete situation which confronts us, we have the outstanding fact that very substantial increases to clothing workers have been granted in all the other principal markets in this country and Canada, and in many less important centers. These increases have usually been five or six dollars a week; in some cases, they have been more. In these days when both employers and workers know of such increases and plan accordingly, it is not practicable to treat the Chicago market as an entirely distinct situation to be judged on its own merits, without reference to what is going on elsewhere in the country.

Consider next the question how far public interest may properly enter in to limit any extreme use of bargaining power. It may be said in the first place that if there is to be public regulation of any industry or a moral judgment upon wages or prices, this should apply to every stage in the process of production and marketing; it must apply to profits as well as to labor; it must consider not merely figures as to prices and wages, but the actual efficiency or wastefulness of the methods of production and marketing.

Second: In the case of an industry which until recently has been seasonal, and which may again become seasonal, and in which there is no guarantee against unemployment, some greater flexibility in wage variation in order to protect against future hard times is reasonable. The public now recognizes this principle in that it admits greater profits to be warranted in an industry in which there is a great risk than in an industry in which capital is secure and return is stable.

Undoubtedly there is a limit, even if there is no scientific method for setting it, to what even individualism will or ought to approve. Prices of clothing have advanced and are certain to be further advanced whatever may be the decision of this case. In fact, retailers had to place orders for their light-weight clothing before this case was heard, and inasmuch as general increases were asked for in September and granted in other markets in November, it may be presumed that such possibilities were in mind when prices were set for the light-weight consumer. The Board has carefully considered the

effect to the consumer of the increase asked for. The fact is that making of clothes under modern methods has come to be an efficient process. A part of the increases in earnings which have come about in the industry has been accompanied by improvement in production. This part of the increased earnings, shown particularly in piece-work production, does not necessarily involve any increase in cost of clothing to the public. The increase involved in this award means a relatively small increase in the cost of clothing.

Finally, the Board believes that in taking into account the interest of the public, it is bound to consider both the economic and the public or social value of continuous production and a peaceful and orderly method of conducting industry. Continuous production, as contrasted with the wastefulness of strikes and shutdowns, is bound in the long run to serve the public. Whatever the issue of any strike or shutdown in industry, the public sooner or later has to pay for idleness. And the social and public value of an orderly, peaceful method of negotiation and arbitration for wage adjustments and all other questions in dispute between employers and employed cannot be gainsaid. This industry, as now organized under agreements which aim to substitute reason for force, is performing an important public service. Both the Firms and the Union members have made certain financial sacrifices for the sake of a larger end. The labor market is being stabilized; good will is being cultivated; responsibility is being built up. This cannot be overlooked by the Board.

IV.

Date when the decision shall take effect

As to the date when the changes ordered shall take effect, it has been urged on the one hand that this should properly correspond as nearly as possible to the changes in other markets which have ranged from October to December 1. On the other hand, it is urged that decisions of this Board ought not to be retroactive, and that inasmuch as certain increases other than the general increase of June 1 have been made by many of the smaller houses in the market, it would be a severe burden to fix a date that falls before the close of the heavy-weight season.

The Board believes that in general an award ought not to take effect at a date prior to the filing of the claim with the Board. On the other hand, it ought to be made as promptly as possible after the formal hearing. If special conferences are necessary to adjust details, these should not delay the date of the award. This case was filed with the Board December 9. The formal hearing was held December 13. It is the decision of the Board that the award shall take effect as of December 15 at the beginning of work for the day. Although the Tailors to the Trade had a month's differential in the agreements of last July, it seems to the Board very desirable that there should be uniformity in the Chicago market, and hence it sets this date for the whole industry.

V.

Specific terms of the award

Beginning December 15, 1919, an increase shall be added to the piece- and wage-rates now in existence under the agreements, in the shops of the Firms and their Contractors. The new rates thus established shall prevail up to June 1, 1920, except when detailed changes may be ordered by the Board of Arbitration on recommendation of either of the Trade Boards.

The increase shall be applied as follows:

An increase of twenty per cent (20%) shall be given to sections or occupations where the average earnings or wages on a forty-four hour basis are thirty dollars or less per week, and five per cent (5%) to sections where the average earnings on a forty-four hour basis are fifty dollars or more per week. An increase equivalent to \$6.00 per week shall be given to sections where the average earnings are from \$30.00 to \$49.99 per week.

An increase of 20% shall be given to all week workers now receiving less than \$30.00 per week; an increase of \$6.00 per week to week workers now receiving from \$30.00 to \$49.99 per week; and an increase of 5% to week workers now receiving \$50.00 or more per week.

In piece-work sections, the equivalent of the increase shall be calculated and added to the existing piece rates.

In addition to the increases granted above, the Board will grant further increases in specific sections to be recommended by the committee appointed to investigate the subject of relative disparities in rates now existing.

The increase shall apply to all sections and classes of labor represented by the Amalgamated Clothing Workers of America, provided that nothing in this shall be taken to prejudice certain problems of re-classification which are now pending before the Board of Arbitration under the Hart Schaffner & Marx Agreement. Pending the completion of such re-classification, and a final decision, such persons as were granted increases by the Board under the agreement of July 8 shall be presumed to be entitled to the increases herein provided.

Inexperienced persons employed in the trade less than three months at week work shall not be included in the award.

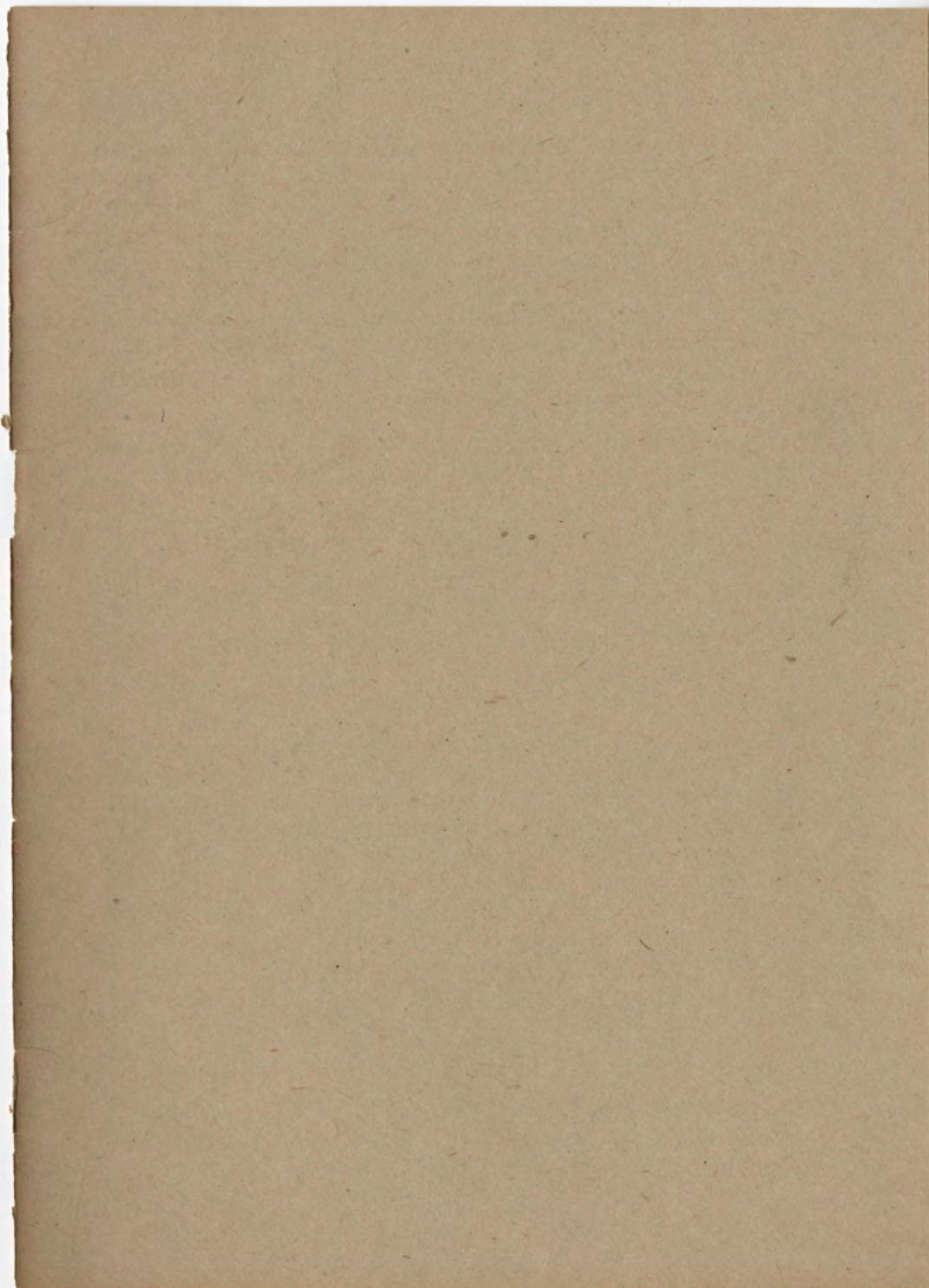
Persons who are working on piece-rate operations on a weekly minimum guarantee shall be considered piece-workers and not week-workers.

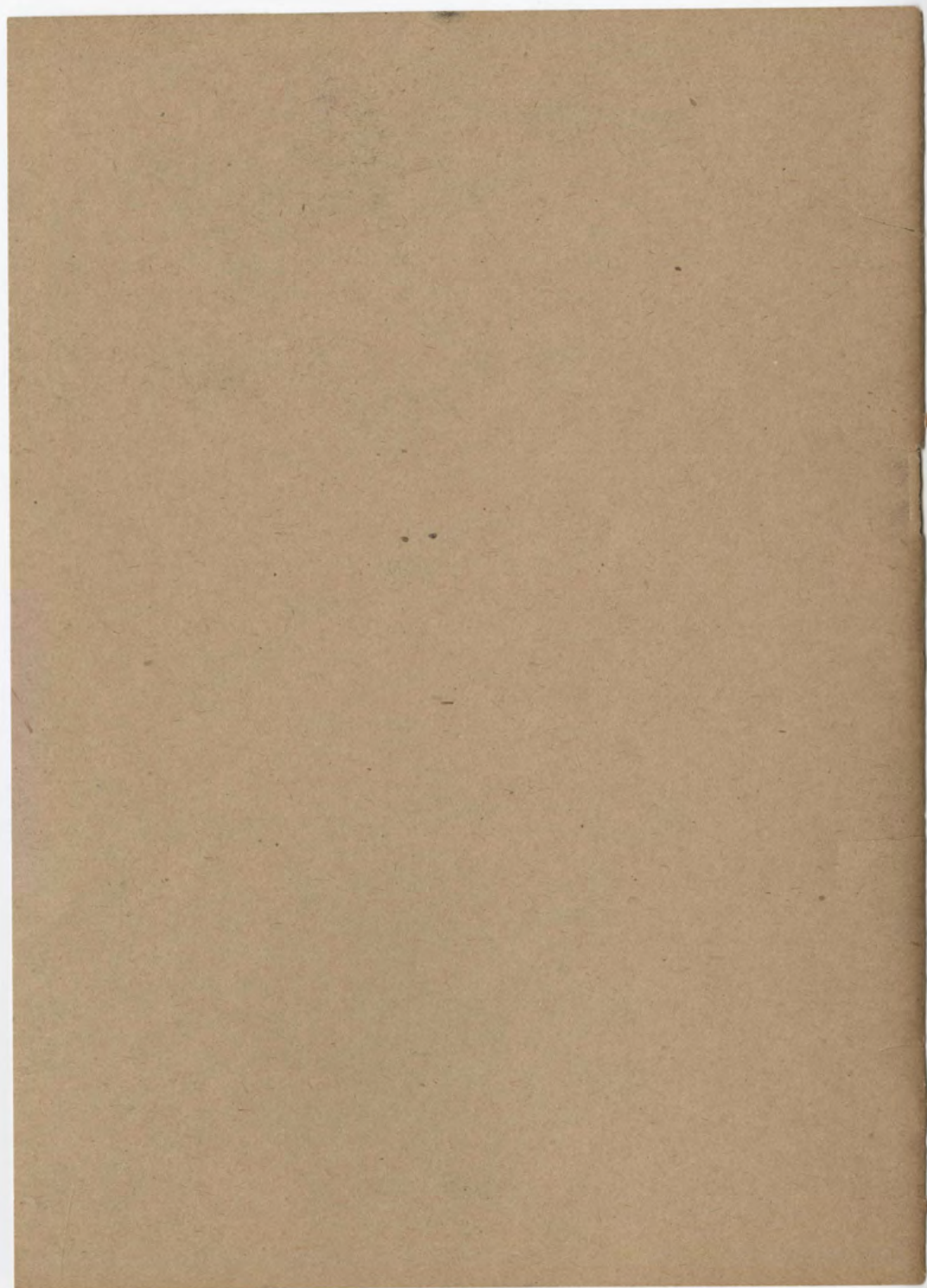
In calculating the classifications of piece-work sections for the purpose of applying these increases, the same methods and practices shall be employed as in the adjustment of July, 1919.

The Board hereby authorizes the establishment of commissions, under the chairmanship of Dr. Millis and Mr. Mullenbach with representation of employers and workers respectively selected by themselves, to elaborate and recommend to the Board standards of wages and production, and classifications of week workers. The chairmen shall have the deciding votes in cases of disagreement, and such recommended standards and classifications, when approved by the Board, shall become a part of this award.

JAMES H. TUFTS, Chairman

December 22, 1919





Dec. 8, 1919.

The company appeals to the Board of Arbitration
for relief from the decision of the Trade Board in Case 866
as affecting the status of Shops 5 and 6.

H. C. Foxton.

Withdrawn

Dec. 8, 1918.

The company appeals to the Board of Arbitration
for relief from the decision of the Trade Board in Case 388
as affecting the status of Shops B and C.

H. C. Foxton.

Wm. H. Foxton

Duplicate copy.

12/1/19

#866

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

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

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

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

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

The regular production of Shop 5 is now about 15-1600 trousers while Shop 6 is now turning out about 200 to 250 a day. The pressers in 5 are capable of turning out 2200 to 2400 trousers so that there are pressers available for the knickerbockers.

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

James Mullenbach

12/1/19

#888

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

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

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

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

The union points out that there is not sufficient work for the regular pressers and that is why additional pressing is being done by additional pressers, irrespective of the place where the work is done.

The regular production of Shop 5 is now about 15-1800 trousers while Shop 6 is now turning out about 800 to 850 a day. The pressers in 5 are capable of turning out 2200 to 2400 trousers so that there are pressers available for the knickerbockers.

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

James Mullerbach



Hart Schaffner & Marx

CHICAGO
NEW YORK

Chicago, December 24, 1919.

Professor James H. Tufts,

Chicago, Illinois.

My dear Mr. Tufts:

I enclose petition to the Board of Arbitration for an increase in our permanent force of cutters as has been our custom in the past.

I have been reminded rather emphatically by our people here of the delay in getting a decision on my petition for a ruling as to whether we are permitted to pile up mixed fabrics in the cutting room. I am afraid it creates a ^{bad} ~~great~~ impression when I am obliged to say we can get no decision from the Board of Arbitration. I would therefore suggest that the matter be brought to a conclusion without delay.

Permit me again to express my high appreciation of the excellent statement of the arbitration decision. I was much pleased that we got such good publicity for it in the Tribune and Daily News.

Yours very sincerely,

Earl Dean Howard

MK/EDH
ENC

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W. J. [illegible]

[illegible]

Chicago, December 11, 1910.

Professor James E. Butler,

Chicago, Illinois.

My dear Mr. Butler:

I enclose petition to the Board

of Administration for an increase in our personnel

force of officers at the high school in the year.

I have been thinking rather anxiously of

the results here of the delay in getting a petition

on or before the 1st of January as the school is

permitted to file up their petition in the office

now. I am afraid to express a wish for

when I am obliged to say to our old and faithful

that they are not to be

and that the school is not to be

without a day.

I am sure that you will be

at the request of the school

I am sure that you will be

and it is the only way to

and it is the only way to

and it is the only way to

SAMUEL GEIER.
President
PETER GALSIS.
Vice-Pres.

SAMUEL LEVIN. Manager

CHAS. H. BURR.
Sec. Treas.
MAURICE C. FISCH.
Rec. Sec'y

CHICAGO JOINT BOARD
AMALGAMATED CLOTHING WORKERS
OF AMERICA

409 South Halsted Street

Telephone Haymarket 254

379

H. S. Smith

Chicago, December 26, 1919

Petition to the Board of Arbitration on the case of
#375 given by the Trade Board on December 20, 1919 against
Lawrence Gerdhardt, a discharged Inspector Tailor of Factory
J. I.

Wm. E. Eichen

*With drawn
Feb 6, 1920
by Mr. Kaminski*

JAMUEL GILLER
President
VICTOR GALLER
Vice-President

JAMUEL TRIVIN MASON

CHARLES H. BURN
Sec. Treas.
MAURICE S. PITCH
Gen. Secy.

CHICAGO JOINT BOARD AMALGAMATED CLOTHING WORKERS OF AMERICA

409 South Halsted Street
Chicago, Illinois 1913

Chicago, December 28, 1913

Referring to the Board of Arbitration on the case of
given by the Trade Board on December 13, 1913 against
Lawrence Garfield, a discharged Inspector of Factory

J. I.

*With reference
to the case of
Lawrence Garfield
Dec 28, 1913*

*8th
Nov 17
5317 Cornell on*

December 30, 1919.

DOCKET FOR THE BOARD OF ARBITRATION.

Petition of the company for a decision as to its right to requiring laying up of several fabrics by the cutters in the same cut. Filed Nov. 6th. Hearing November 17th. The company is in great need of this decision inasmuch as it is incurring unnecessary expense for overtime thru the lack of a ruling.

Petition filed by the company about two weeks ago requesting the Board of Arbitration to order the transfer of a number of cutters from the temporary to the permanent force as it has been the custom in the past.

Appeal by the union in case #875 against the decision of the Trade Board concerning discharge of an inspector tailor.

Appeal by the union in case #866.

E. D. HOWARD.

December 30, 1919.

DOCKET FOR THE BOARD OF ARBITRATION.

Petition of the company for a decision as to its right to reorganizing laying up of several cutters by the cutters in the same cut. Filed Nov. 5th. Hearing November 17th. The company is in great need of this decision inasmuch as it is incurring unnecessary expense for overtime during the lack of a ruling.

Petition filed by the company about two weeks ago requesting the Board of Arbitration to order the transfer of a number of cutters from the temporary to the permanent force as it has been the custom in the past.

Appeal by the union in case #875 against the decision of the Trade Board concerning discharge of an inspector.

fallor.

Appeal by the union in case #888.

E. D. HOWARD.