

January 23, 1920.

Messrs. Levin, Rissmann, and others for the Amalgamated.
Messrs. J. F. Lee, Abt, and others for the Labor Managers.

Inasmuch as both the Union and the Labor Managers have requested the Board of Arbitration to consider the question of apprenticeship, a hearing on this question is hereby appointed for Tuesday ~~at~~ forenoon at 9:30 in the Trade Board Room, Medinah Building.

A mild attack of influenza has prevented earlier action upon the requests.

J. H. TUFTS.

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J. H. TUTTS.

Chicago Clothing Cutters and Trimmers Association

LOCAL UNION 61

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

AMALGAMATED CLOTHING WORKERS
OF AMERICA



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

January 19th, 1920.

Brief to Board of Arbitration.

Attention: Mr. Tufts, Chairman.

My dear Mr. Tufts:-

As you are no doubt aware, there has been a committee appointed to work out the question of apprentices for the market. This committee has held many meetings and has not arrived at any definite conclusion. Recently we asked for a meeting of this body, and thereupon Mr. Mullenbach requested me to make an appointment for this, which I did. Mr. Abt informed me that it would be impossible to have this meeting at present, owing to the fact that some of the members were out of the city, and to make it complete, the balance would have to await the return of those who were away.

In the meantime we find that many manufacturers have placed apprentices in their plants, which we believe is entirely arbitrary to our understanding. Therefore we ask that the firms cease putting on apprentices until this question has been disposed of by the above mentioned committee. We also ask that they remove those whom they have placed since this committee has been formed.

We hope that you will give this matter your immediate attention as it is causing a great deal of discord in our organization.

Very truly yours,

S. Rissman
Business Representative.

LOCAL 61.

SR/BB
cc- Mr. Abt.
c/o Medinah Temple.

AMALGAMATED CLOTHING WORKERS OF AMERICA.

Chicago Clothing Cutters and Trimmers Association

LOCAL UNION 61

AMALGAMATED CLOTHING WORKERS
OF AMERICA

1. KROGER, 1000 N. LAKE ST.
2. KROGER, 1000 N. LAKE ST.
3. KROGER, 1000 N. LAKE ST.

400 S. HALSTED STREET
CHICAGO, ILL.
J. J. KROGER, 1000 N. LAKE ST.

January 19th, 1920.

Brief to Board of Arbitration.

Attention: Mr. Telfe, Chairman.

My dear Mr. Telfe:-

As you are no doubt aware, there has been a committee appointed to work out the question of apprentices for the industry. This committee has held many meetings and has not arrived at any definite conclusion. Recently we asked for a meeting of this body, and through Mr. Telfe's request we to make an appointment for this, which I did. Mr. Telfe informed me that it would be impossible to have this meeting at present, owing to the fact that some of the members were out of the city, and to make it complete, the balance would have to await the return of those who were away.

In the meantime we find that many manufacturers have placed apprentices in their plants, which we believe is entirely arbitrary to our understanding. Therefore we ask that the time waste putting on apprentices until this question has been disposed of by the above mentioned committee. We also ask that they remove those whom they have placed since this committee has been formed.

We hope that you will give this matter your immediate attention as it is causing a great deal of discord in our organization.

Very truly yours,

Business Representative.

LOCAL 61.

AMALGAMATED CLOTHING WORKERS OF AMERICA

cc - Mr. Telfe
cc - Mr. Telfe
cc - Mr. Telfe

Jan. 16, 1920

Notice of Appeal, Case #899

The company hereby gives notice that they wish to appeal Case #899, decision of Jan. 8th, and asks for stay of execution in the matter.

E. D. Howard.

Prof Tufts
Mullerbach
Albert
Kornstey

Have copy

Jan. 16, 1950

Notice of Appeal, Case #899

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wish to appeal Case #899, decision of Jan. 8th,
and asks for stay of execution in the matter.

E. D. Howard.

Prof. J. H. ...
...
...
...

Jan. 22, 1920

NOTICE OF APPEAL.

The company hereby appeals Case #905 on the ground that the decision of the Trade Board overrules a decision of the Board of Arbitration in Case #690 which is quoted in full in the present case. The decision of the Trade Board appears to be repugnant with the clause which reads as follows:

"The worker shall fix all other coats and may not ask for a further holding for investigation until the issue is decided".

The company has reinstated the person involved in the case, but without appliance with the ruling requiring back pay, holding the latter for final decision.

E. D. HOWARD.

Jan. 22, 1930

NOTICE OF APPEAL

The company hereby appeals Case #302 on the ground that the decision of the Trade Board overrules a decision of the Board of Arbitration in Case #290 which is quoted in full in the present case. The decision of the Trade Board appears to be inconsistent with the clause which reads as follows:

"The worker shall fix all other costs and any cost not for a further holding for investigation until the issue is decided."

The company has reinstated the person involved in the case, but without agreement with the union regarding back pay, holding the latter for final decision.

R. D. HOWARD



Hart Schaffner & Marx

CHICAGO
NEW YORK

Chicago, January 24, 1920.

Professor James H. Tufts,

Chicago, Illinois.

My dear Professor Tufts:--

I received notice of the hearing Monday January 26th in the case of mixed fabrics. I have given complete instructions to Mr. Albert to handle the case in my absence. I wish to express my appreciation of your custom of establishing a calendar for cases in advance. May I suggest that you arrange a similar calendar for the cases now on appeal before the Board. We have found from experience that promptness and certainty in the actions of the Board of Arbitration contributes exceedingly to the respect with which the people and the company have for the system. Therefore, your ~~will~~ plan to make a calendar of cases insuring their immediate hearing seems to me to be excellent, and I hope it will continue.

I enclose herewith, a list of the cases now before the Board on all of which the company is thoroughly prepared, even tho I may not return from the East for several days.

Yours very truly,

MK/EDH
ENC

Earl Dean Howard

Miss Schaefer de Mox

Chicago, January 22, 1920.

Chicago, January 22, 1920.

Professor James H. Telfer,

Chicago, Illinois.

My dear Professor Telfer:-

I received notice of the hearing Monday January 22nd in the case of mixed factors. I have given complete instructions to Mr. Albert to handle the case in my absence. I wish to express my appreciation of your interest in establishing a calendar for cases in advance. May I suggest that you arrange a similar calendar for the cases now on appeal before the Board. We have found from experience that promptness and certainty in the action of the Board of Arbitration contributes exceedingly to the respect with which the people and the company have for the system. The more you plan to make a calendar of cases inuring their immediate hearing seems to me to be excellent, and I hope it will continue.

I enclose herewith a list of the cases now before the Board on all of which the company is thoroughly prepared, even tho I may not return from the East for several days.

Yours very truly,

Wm. D. Schaefer

WDS
END

1/24/20

CALENDAR OF CASES.

DOCKET FOR BOARD OF ARBITRATION.

Petition of the company in the case of laying up several fabrics. Filed Nov. 6th. First hearing Nov. 17th. Second hearing, December 28th. Stay of proceeding granted to the Union Dec. 29th. Set for hearing, Jan. 26th. *Due 9*

Petition filed by company Dec. 15th requesting Board of Arbitration to order the transfer of a number of cutters from the temporary to the permanent force, according to past custom.

Appeal by the Union in case #875 concerning the discharge of inspector-tailors.

Appeal in case #899 by the company. Filed Jan. 16th from Trade Board decision giving price differential in the piece-rates on the ground of heavy fabrics.

Appeal in case 985, filed January 19th. Appeal from Trade Board decision as to interpretation of the rule for holding for investigation.

1/24/20

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several fabrics. Filed Nov. 5th. First hearing Nov. 17th.
Second hearing, December 28th. Stay of proceedings granted
at the Union Dec. 28th. Set for hearing Jan. 28th.
Petition filed by company Dec. 15th requesting Board
of Arbitration to order the transfer of a number of cutters
from the temporary to the permanent force, according to
past custom.
Appeal by the Union in case #873 concerning the dis-
charge of Inspector-Tailors.
Appeal in case #892 by the company. Filed Jan. 18th.
From Trade Board decision giving price differential in the
piece-rates on the ground of heavy fabrics.
Appeal in case #12, filed January 18th. Appeal from
Trade Board decision as to investigation of the
for holding for investigation.

HART SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION.

January 26, 1920.

Supplementary decision to the decision of November 17, 1919 on status of "attendants."

It was represented to the Board that an order issued by the firm had brought up issues with regard to the status of attendants, in a way which required an immediate decision by the Board upon certain cases left in abeyance by the decision of November 17, 1919.

The administrative order of the firm dated January 8, 1920, in the form of a recommendation to the Labor Department, recites the reclassification of attendants proposed by the firm in the hearing of November 17 and quoted in that decision; but goes beyond the language of that decision in that it regards as settled the status of the group specified as "pilars, sorters, etc."

It was stated in the former decision that the Board was not disposed to reverse the precedent set by decisions of the Trade Board, which treats certain at least of this group as under the protection of the Trade Board in matters of suspension and discharge. The Company has also not as yet complied with the request of the Board entitled "Second" in that decision, that "plans for an improvement of conditions" as to advancement and promotion be presented for conference and discussion.

In view of the fact that there does not as yet seem to be any very sufficient guarantee that friction would not result, the Board is inclined to continue its policy of experiment as to those operations which are intermediate between producing and administration; namely, those classified as pilars, sorters, and general (as distinct from special) rush boys. The Board therefore rules that the following workers shall be listed under the administrative group:- tracers, service workers, shortage clerks, shipping clerks, and special rush boys; i.e., those charged with the duty of rushing special orders. On the other hand, those who now do work of piling and sorting and general errand boys, shall remain until April 1 under the jurisdiction of the Union subject to all the provisions recited in the former decision; namely, that they shall not consider themselves as a specialized group doing only filing or sorting, but shall be regarded as general helpers to the foremen or other officials and shall do whatever they are told to do in that capacity. The Board further directs that a report be made April 1 as to the working of this arrangement from the standpoint of efficiency and harmony.

This implies that the award of December 22 shall apply to these persons in the intermediate group provided they are otherwise eligible.

JAMES H. TUFTS,

Chairman.

HART SCHAFER & MARK LABOR AGREEMENT
BOARD OF ARBITRATION.

January 28, 1930.

Supplementary decision to the decision of November 17, 1919 on status of "attendants".

It was represented to the Board that an order issued by the firm had brought up issues with regard to the status of attendants, in a way which required an immediate decision by the Board upon certain cases left in abeyance by the decision of November 17, 1919.

The administrative order of the firm dated January 8, 1930, in the form of a recommendation to the Labor Department, recites the reclassification of attendants proposed by the firm in the hearing of November 17 and quoted in that decision; but goes beyond the language of that decision in that it regards as settled the status of the group specified as "pilfers, sorters, etc."

It was stated in the former decision that the Board was not disposed to reverse the precedent set by decisions of the Trade Board, which treats certain at least of this group as under the protection of the Trade Board in matters of suspension and discharge. The Company has also not as yet complied with the request of the Board entitled "Second" in that decision, that "plans for an improvement of conditions" as to advancement and promotion be presented for conference and discussion.

In view of the fact that there does not as yet seem to be any very sufficient guarantee that friction would not result, the Board is inclined to continue its policy of experiment as to those operations which are intermediate between producing and administration; namely, those classified as pilfers, sorters, and general (as distinct from special) rush boys. The Board therefore rules that the following workers shall be listed under the administrative group: - sorters, service workers, shortage clerks, shipping clerks, and special rush boys; i.e., those charged with the duty of rushing special orders. On the other hand, those who now do work of piling and sorting and general errand boys, shall remain until April 1 under the jurisdiction of the Union subject to all the provisions recited in the former decision; namely, that they shall not consider themselves as a specialized group doing only piling or sorting, but shall be regarded as general helpers to the foremen or other officials and shall do whatever they are told to do in that capacity. The Board further directs that a report be made April 1 as to the working of this arrangement from the standpoint of efficiency and harmony.

This implies that the award of December 22 shall apply to these persons in the intermediate group provided they are otherwise eligible.

JAMES H. TUTTS,

Chairman.

HART SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

February 3, 1920.

Case 905. Appeal from the decision of the Trade Board, January 15, 1920.

The Board of Arbitration believes that in this case a formal hearing is not necessary since the question is one of interpretation of a former decision in Case 690. The Chairman of the Trade Board in his supplementary note to his decision has cited the full language of that decision so far as it bears upon the present case. The clause which has given rise to the appeal reads as follows: "The worker shall fix all other coats and may not ask for a further holding for investigation until the issue is decided."

The above clause comes at the close of a statement as to a more definite locating of responsibility for deciding how many garments shall be held. The decision was that the shop chairman was to be given "responsibility of deciding whether more than one is needed for representation." It is further specified in suggesting a modification of the company's order to its superintendents that the Company modify its general order to read: "If he insists that the Company is wrong in rejecting the work, then he may select one garment from the lot, or more if he (the shop chairman) holds that more is needed for a fair investigation of the point at issue." It is also further specified that if a shop chairman is believed by the superintendent to be needlessly delaying work, the proper remedy is that the superintendent should file complaint with the Trade Board against the shop chairman.

The intention of the decision was perfectly definite on three points: ~~the~~

- 1) Responsibility as to the number of coats to be held lies with the shop chairman.
- 2) Abuse of this responsibility is to be remedied by complaint to the Trade Board against the shop chairman.
- 3) It is therefore not the proper procedure to suspend a worker who is acting in accordance with the direction of the shop chairman on this point.

The clause which has given rise to the appeal should be understood to mean "the worker shall fix all other coats than those which the shop chairman decides to be necessary for a fair investigation."

The interpretation of the Trade Board was correct.

J. H. TUFTS, Chairman.

HART BROTHERS & MARK LAMON MINNEAPOLIS
BOARD OF AMMUNITION

February 5, 1930.

Dear Sirs: Appeal from the decision of the Trade Board, January 15, 1930.

The Board of Ammunition believes that in this case a formal hearing is not necessary since the question is one of interpretation of a former decision in Case 895. The Chairman of the Trade Board in his supplementary note to his decision has cited the full language of that decision as far as it bears upon the present case. The opinion which has been given upon this appeal reads as follows: "The board shall fix all other costs and not act for a further holding for investigation until the issue is decided."

The above opinion comes at the close of a statement in which more definite location of responsibility for deciding how many companies shall be held. The decision was that the shop chairman was to be given responsibility of deciding whether more than one is needed for representation. It is further specified in requesting a modification of the company's order to its representative that the company modify its general order to read: "It is hereby decided that the company is wrong in rejecting the work, when he may select one person from the list, or none if he (the shop chairman) holds that more is needed for a fair investigation of the point at issue." It is also further specified that if a shop chairman is believed by the representative to be needlessly delaying work, the representative is to be informed immediately with the Trade Board against the shop chairman.

The intention of the decision was perfectly definite on these points: 1) Responsibility as to the number of people to be held lies with the shop chairman. 2) When of this responsibility is to be decided by holding to the Trade Board against the shop chairman. 3) It is further specified that the representative is to be informed immediately with the Trade Board against the shop chairman on this point.

The above which has been given upon the appeal shall be held to stand as the board shall fix all other costs and not act for a further holding for investigation.

The investigation of the Trade Board was closed.

J. E. FULTON, Chairman.

SUPPLEMENTARY NOTE.

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

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

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

It is suggested further that the company modify its general order to read: "If he insists that the company is wrong in rejecting the work, then he may select one garment from the lot, or more if he (the shop chairman)

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It is suggested further that the company modify its general order to read: "If he finds that the company is wrong in rejecting the work, then he may select one garment from the lot, or more if he (the shop chairman)

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

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

James Mullenbach.

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

James Mullerbach.

January 22nd, 1920.

NOTICE OF APPEAL.

The company hereby appeals Case #905 on the ground that the decision of the Trade Board overrules a decision of the Board of Arbitration in Case #690 which is quoted in full in the present case. The decision of the Trade Board appears to be repugnant with the clause which reads as follows:

"The worker shall fix all other coats and may not ask for a further holding for investigation until the issue is decided".

The company has reinstated the person involved in the case, but without appliance with the ruling requiring back pay, holding the latter for final decision.

E. D. Howard.

January 22nd, 1930.

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"The worker shall fix all other costs and may not ask for a further holding for investigation until the issue is decided".

The company has reinstated the person involved in the case, but without compliance with the ruling requiring back pay, holding the latter for final decision.

E. D. Howard.

January 19th, 1920.

Professor Howard:

I do not understand that this clause means to lay any limitation on the number of coats the chairman may hold. It seems to me that the entire ruling bears out the construction.

When the case was argued before the Board of Arbitration the question of whether to hold more than one garment was to be held for investigation was the main issue of the case. But the ruling uses expressions that in my opinion sets this contention to one side. The ruling mentions: that "shop chairmen must take the responsibility of deciding whether more than one (garment) is needed for fair representation; whether the shop chairman is incompetent to judge whether "several garments are to be held", that shop chairman may select "more if he holds that more is needed"; whether shop chairman is "wilfully supporting a claim for holding an unnecessarily large number of garments".

All of these are expressions that confirm me in my opinion that the Board was not laying any limitation on the number of garments to be held for investigation.

James Mullenbach.

January 19th, 1930.

Professor Howard:

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All of these are expressions that confirm me in my opinion that the Board was not laying any limitation on the number of garments to be held for investigation.

James Millenbach.

#905 1/14/20.

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

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

James Mullenbach.

#905 1/14/20.

Petition of union for reinstatement of Nettie

Griffiths, a cleaner factory L.

The Trade Board rules that this girl be rein-

stated with back pay. A supplementary note review-

ing the issues involved will be prepared.

James Mullerbach.

HART SCHAFFNER & MARX BOARD OF ARBITRATION

Feb. 5, 1930

Notice of hearing upon various cases now upon the docket.

Notice is hereby given that the Board of Arbitration will be in session on Friday, February 6, beginning at 9:30 A.M. for the hearing of the following cases which have been previously notified to the Board:

1. Stay of proceeding in the case of cutting mixed fabrics.
2. Appeal by the Union in case 875 concerning the discharge of Inspector Tailors
3. Appeal dated December 8, 1919, by the Company from decision of the Trade Board in Case 866 as affecting the status of Shops 5 and 6.
4. Appeal by the Company in case 899 filed January 16, Trade Board Decision, that the Price Committee might investigate the complaint as to heavy fabrics.
5. Petition filed by the Company December 15 concerning transfer of cutters from temporary to permanent force.

It is desirable to clear up this docket and the Board will remain in session all day if necessary.

JAMES H. TUTTS,
Chairman.

HART SCHATTNER & MARK BOARD OF ARBITRATION

Feb. 7, 1930.

Notice of hearing upon various cases now upon the docket.

Notice is hereby given that the Board of Arbitration will be in session on Friday, February 6, beginning at 9:30 A.M. for the hearing of the following cases which have been previously notified to the Board:

1. Stay of proceedings in the case of cutting mixed fabrics.

2. Appeal by the Union in case 875 concerning the discharge of Inspector Tattler.

3. Appeal dated December 8, 1919, by the Company from decision of the Trade Board in case 868 as affecting the status of Shops 5 and 6.

4. Appeal by the Company in case 869 filed January 16, 1930. Board Decision, that the Price Committee might investigate the complaint as to heavy fabrics.

5. Petition filed by the Company December 15 concerning removal of cutters from temporary to permanent force.

It is desirable to clear up this docket and the Board will remain in session all day if necessary.

JAMES E. TUNE,
Chairman.



Hart Schaffner & Marx

CHICAGO
NEW YORK

Chicago, February 4, 1920.

Professor James H. Tufts,

Chicago, Illinois.

My dear Professor Tufts:

Your notice of Board meeting Friday 9/30 a.m. crossed my letter to you urging such a meeting. The company will be ready to take up all the cases on the docket. We appreciate your systematic planning of this work.

I have carefully read and re-read decision in case #905 sustaining the Trade Board decision. I can find nothing which indicates that the real point of difference has been touched, namely, the right of the chairman to order further lots or garments from lots to be held for investigation while there is a pending case involving the same points. It seems clear to me that the Board,

on the earnest petition of the company for ~~production~~ ^{protection} would oppose having the work pile up without any necessary reason except to assist the worker to embarrass the company and thus defeat discipline. The purpose of holding for investigation is served when the work involving the point in question is held, and the mere multiplication of such evidence would not in any way assist in getting the point settled. On the other hand, the possibility of piling up work under the decision would give the Union people a very good reason for delaying investigation.

The company understands full well that the shop chairman in your decision has the right to ask any number of garments in the lot to be held and he may feel disposed to hold, but having once raised the question and provided the evidence, the company believes it was the intention of the Board not to allow the chairman to pile up coats and congest the work merely ~~on account of the~~ ^{to cause} delay for which the union is responsible. The



Hart Schaffner & Marx

CHICAGO
NEW YORK

Mr. Weill

Page 2

company respectfully petitions therefore that the Board give attention to this point and render a supplementary decision covering it more definitely. The company may be in error in failing to see the point covered in the decision of February third, but it does not now appear on its face.

Yours very truly,

Earl Dean Howard

MK/EDH



Harvard Business School

NEW YORK

Mr. Wells

Page 2

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the Board give attention to this point and
render a supplementary decision covering it
more definitely. The company may be in error
in failing to see the point covered in the
decision of February third, but it does not
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Yours very truly,

E. A. Tamm

WJH/REH

2/5/20

STATEMENT FOR BOARD OF ARBITRATION.

Mixed Fabrics Case.

The company requests an immediate decision in this matter inasmuch as several weeks have been lost after a decision was already rendered, thus depriving the company of a right which it undoubtedly has, and incurring an unnecessary waste and loss of hundreds of dollars.

The company contends that the fact it has required over-time in the cutting room, and the fact that it is a recognized evil and penalized under the agreement indicates clearly that our cutting capacity is insufficient for our needs. The company has no right to omit any measures to increase cutting capacity so long as the cutters are compelled to work over-time.

The capacity of the tailor shops is increasing by reason of the opening of new factories.

Altho there is an insufficiency of cutters already, the company will within the next two or three weeks lose a certain number who have been hired temporarily from the tailors-to-the-trade industry. While these borrowed cutters are not in most cases very efficient, the company has undergone a considerable loss of money in order to get additional cutting from them. This resource will be denied within a short time. The company maintains that under the agreement the Board of Arbitration has no authority to strangle the business, especially by denying rights to the company which it has never voluntarily relinquished either directly or by implication.

E. D. HOWARD.

2/2/20

STATEMENT FOR BOARD OF DIRECTORS

Kindred Fabrics Co.,

The company requests an immediate decision in this matter
inasmuch as several orders have been lost after a decision was
already rendered, thus depriving the company of a right which
it undoubtedly has, and incurring an unnecessary waste and loss
of hundreds of dollars.

The company contends that the fact it has rendered a decision
in the cutting room, and the fact that it is a recognized entity
and permitted under the agreement indicates clearly that the
cutting company is authorized for the work. The company
has no right to enter any premises inasmuch as cutting company
no longer on the premises and compelled to work over-time.

The company of the fabric shop is authorized by contract
of the opening of new factories.

Also there is an authorization of certain amounts, the
company will within the next two or three weeks have a certain
number who have been hired temporarily from the following-
these industry. Within three hundred dollars and not in cash
seems very sufficient, the company has no objection to a small
loan of money in order to get additional cutting from them.

This request will be dated within a week time. The company
insists that under the agreement the fact of authorizing the
no authority to change the contract, especially by leaving
rights to the company which it has now voluntarily re-
solved either directly or by implication.

A. J. [Signature]

ESTIMATED CUTTING PRODUCTION.

6/14-- 8000-00--A--4700
L--1925
4--1375
8000

15000-Sk--B--6600 --454 Cutters
C--4000
M--2055
Q-- 600
J--2000
15255

6/21-- 8000-00--

--474 "

16000-Sk--J--1000 more

6/28--8000-00--

13700-Sk-- J--2000 " --532 "
B-- 700 "

7/19--9000-00-- L--1000 O'C more-566 "
19700-Sk-- J--1000 Sks "

7/26--10000-00-- L--1000 O'C " "
20200-Sk-- J-- 500 Sks " -590 "

8/16--10000-00--
21200-Sk-- X--1000 Sks " -610 "

8/23--10000-00--
22200-Sk-- X--1000 Sks " -632 "

8/30--10000-00--
24200-Sk-- X--2000 Sks " -675 "

3 5 0
454

3 2 8
20

ESTIMATED CUTTING PRODUCTION.

8/14--	8000-00--A--4700	
	L--1983	
	4--1873	
	8000	
18000-2K--B--8800		--434 Cutters
0--4000		
M--2025		
6--800		
1--2000		
18833		
8/21--	8000-00--	
	18000-2K--1--1000 more	--474 "
8/28--	8000-00--	
	18700-2K--1--2000	" --523
	B--700	
7/18--	8000-00--L--1000 O'G more--523	"
	18700-2K--1--1000 SKs	"
7/28--	10000-00--L--1000 O'G	" --590
	80800-2K--1--500 SKs	"
8/18--	10000-00--	
	81800-2K--X--1000 SKs	" --810
8/23--	10000-00--	
	83800-2K--X--1000 SKs	" --833
8/30--	10000-00--	
	84800-2K--X--2000 SKs	" --873

HART SCHAFFNER & MARE LABOR AGREEMENT
BOARD OF ARBITRATION

February 6, 1920.

Decision on the petition of the Company to authorize the combining of different fabrics in the same cut, or otherwise stated, the laying up or "piling" of different fabrics in the Cutting Room. Filed November 6; first hearing November 17; second hearing December 28; stay or proceedings granted to the Union December 29; set for hearing January 26, but postponed; hearing on application for stay February 6.

The Company set forth at the first hearing that the inability of the Union to supply the necessary number of cutters for the demands of the Company's business, and the restriction placed by the Board of Arbitration upon the number of apprentices, require the Company to devise other methods of getting the cutting done. It has been the custom to make separate cuts of each fabric. The Company believes that by combining different fabrics in the same cut, a considerable increase, estimated at between 10 and 20 per cent, in output may be secured. The Company further places in evidence the fact that for several weeks the cutters have been working 19 hours per week of overtime. This is injurious to the cutters when it continues over a long period. It is also very expensive to the Company.

The Union first of all demurred as to the jurisdiction of the Board over the matter. It claimed that an agreement had been made between Mr. Hillman representing the Union and the representatives of the Company prior to the renewal of the general agreement in 1916. It was claimed that at that time the cutters refused to sanction any agreement unless on the understanding that different fabrics were not to be combined. This arrangement between Mr. Hillman and the Company was not incorporated in the written agreement but was the understanding on which the cutters had consented to the renewal of the general agreement.

In reply to this demurrer, the Company maintained that inasmuch as there was no written instrument, the Company did not consider itself bound. It admitted that there was an understanding that the Company would not at that time attempt any change in the method of cutting different fabrics, but asserted that conditions were now so different that it did not consider the former understanding to be applicable to the present situation.

On the matter of jurisdiction, the Board ruled that although it is reluctant to act in a way which implies any discrediting of what either party sincerely believes to be the understanding, it is nevertheless its opinion that an emergency exists which justifies the Board in taking jurisdiction and hearing arguments on the merits of the case. For reasons stated below, the Board would in general favor any method which increases efficiency of production and thereby is in the interest of the public, provided that on the one hand such a change in efficiency does not interfere greatly with quality and the interests of good craftsmanship ~~work the workers' part~~ and provided further that the interests of the ~~work the workers' part~~ matter of wages and employment are protected. But in view

of the feeling of the cutters as above noted, the Board thinks it wiser to deal with this situation as an emergency method of meeting a demand of the business rather than as a universal principle.

On the merits of the question, the Company, in addition to the arguments cited above submitted statements from certain of the firms of Chicago as to the practice of combining different fabrics. These statements showed that certain firms have had this practice. The Company also stated that two new buildings were under construction which would probably be completed by February 1 and that it would not be possible to supply workers in these new shops unless there were an increase in the cutting production.

The Union opposed the change for the following reasons: To pile mixed fabrics would tend to poorer craftsmanship; it would lower the interest of the worker in maintaining the highest quality of cutting, since it would go against his sense of artistic skill; firms of the highest grade do not combine different weelens, and to make the proposed change would be to lower the pride of the workmen in their firm; to make this change would cause so much irritation as to lessen greatly the expected gain in output; the firm in the past has frequently anticipated a large expansion of business and hired additional men, only to turn them upon the street shortly after, and hence the Union distrusts the predictions of the firm as to the continuous need of greater ~~and~~ production; if there were any guarantee of security in employment, the Union would feel differently about all such proposed changes, but inasmuch as the firm is unwilling to share the risks of unemployment or to make any contract for continuous work, the Union feels obliged to protect the interests of the workers in every way and is therefore averse to a measure which might easily result in the laying off of men.

At the hearing of December 28, the Board announced orally that it would as an emergency matter grant the petition of the Company subject to certain provisions, but before a filing of any written decision, the Union asked for a stay on the ground that the action of the Company on the following day appeared to indicate that the Board had acted under a misapprehension of the actual situation. The Union stated that on the day following the decision, the requisition by the Company to the Union for more cutters was cancelled and it was stated by Mr. Kirch that no more men were needed in the cutting room; further, that overtime was reduced to six hours per week; and finally, that several cutters were laid off and that the total force in the cutting room was reduced. All this, it was claimed by the Union, indicated ~~xx~~ that if the firm were allowed to change the method of cutting, the consequence would be that men would be laid off, contrary to the statements of the Company that there was no chance of any such reduction of force.

At the hearing on February 6, the Company replied to these points raised by the Union as follows: The requisition was cancelled because the space in the cutting room did not permit the hiring of more cutters; the men who were laid off were laid off because they were not expert and could not be used to advantage under the crowded conditions prevailing; the total force in the cutting room has been reduced from 650, December 28, to 617 at present, but on the other hand, the Company has for the past month

of the feeling of the entire as above noted, the Board think it wise to deal with this situation as an emergency method of meeting a demand of the business rather than as a universal principle.

On the matter of the question, the Company, in addition to the arguments cited above submitted statements from certain of the firms of Chicago as to the practice of combining different laborers. These statements showed that certain firms have had this practice. The Company also stated that two new buildings were under construction which would probably be completed by February 1 and that it would not be possible to supply workers in these new shops unless there were an increase in the existing production.

The Union opposed the change for the following reasons: To this effect the Union would tend to lower efficiency; it would lower the interest of the worker in maintaining the highest quality of output, which it would be against his sense of artistic skill; firms at the highest grade do not combine different workers, and to make the proposed change would be to lower the grade of the workers in their time; to make this change would cause as much frustration as to lower greatly the expected gain in output; the firm in the past has frequently anticipated a large expansion of business and hired additional men, only to turn them upon the market shortly after, and hence the Union distrusts the production of the firm as to the continuous need of greater and production; it there were any guarantee of security in employment, the Union would feel differently about all such proposed changes, but inasmuch as the firm is not willing to share the risk of unemployment or to make any contract for continuous work, the Union feels obliged to protect the interests of the workers in every way and is therefore opposed to a measure which might really result in the laying off of men.

At the meeting of December 30, the Board announced earlier that it would be an emergency matter given the position of the Company relative to certain provisions, but before a ruling of any written decision, the Union asked for a stay on the ground that the action of the Company on the following day appeared to indicate that the Board had acted under a misapprehension of the actual situation. The Union stated that on the day following the decision, the representation by the Company to the Union that more workers were needed and it was stated by Mr. Hatch that no more men were needed in the existing room; further, that workers were needed to take down the work and finally, that several workers were laid off and that the total force in the existing room was reduced. All this, it was stated by the Union, indicated that the firm was allowed to change the method of output, the consequence would be that men would be laid off, contrary to the statement of the Company that there was no change of any such reduction of force.

In the meeting on February 3, the Union called to their points raised by the Union as follows: The representation was repeated because the Union in the existing room did not permit the laying off more workers; the firm was laid off more than 100 workers but did not permit the total force in the existing room to be reduced from 250, December 30, to 150 at present, but on the other hand, the Company did not permit the

had a requisition with the Union for 50 cutters; the Company estimates that to fill its orders up to June 1 an average of 45,000 suits per week must be cut, and that at present with six hours of overtime, only 30,000 suits per week can be cut, so that to fill its orders an increase of 50 per cent is needed, which will be felt in full force when the new shops are opened the last of February.

The Board, as stated above, prefers to decide this case primarily as an emergency proposition. It is not fully informed as to the effects of the change in lowering quality or the craftsmanship interest of the worker. It permits the Company to take the risk on this matter so far as the present ruling is concerned. The Board is also of the opinion that the acts of the Company immediately following the decision might excite suspicion in the workers that the proposed change would be injurious to the interests of the Union and that the pressure for increased production was not so great as had been represented. The question for the Board is therefore shall it base its decision upon the estimates submitted by the Company.

The Board in this case, as on certain other occasions, sometimes involving the statements of the Company, sometimes ~~the~~ involving the good faith of the Union, believes that it is wiser to assume the good faith and sincerity of either the Company or Union as the case may be, than for it to go behind such statements. It believes that this is the best way to secure sobriety and conservatism in the claims put forward and to secure responsibility in making good the estimates or promises of either side. In this case the Company practically stakes its good faith and its business sagacity on the proposition that it needs to increase its output 50 per cent, and that the proposed change cannot possibly result in the reduction of its force of cutters prior to June 1. The Board will therefore take the Company's assurances on this point as the best basis. If the estimate should prove misleading, the Company would of course be placed at a disadvantage in similar situations in the future. The Board therefore authorizes the combining of mixed fabrics as an emergency method of cutting. As a general indication of pressure upon the Company by the demand, overtime may be regarded. When overtime entirely ceases, the Union may, if it desire, bring this fact to the attention of the Board, with a view to an investigation as to whether the demand for production in the cutting room is likely to continue.

JAMES H. TUTTS, Chairman.

had a reputation with the Union for 50 years; the company estimated that to fill the order up to June 1 an average of 25,000 units per week must be put out, and that at present with six hours of overtime, only 20,000 units per week can be put out, so that to fill the order an increase of 50 per cent is needed, which will be felt in full force when the new shops are opened the first of February.

The Board, as stated above, professes to doubt this statement as an emergency proposition. It is not fairly stated as to the effect of the change in working hours of the employees in the interest of the worker. It permits the company to take the risk on this matter as far as the present ruling is concerned. The Board is also of the opinion that the sale of the company immediately following the decision might create uneasiness in the workers that the proposed change would be injurious to the interests of the Union and that the pressure for increased production was not as great as had been represented. The question for the Board is therefore, shall it pass the decision upon the statement submitted by the company.

The Board in this case has on certain other occasions, sometimes in- volving the statements of the company, sometimes in involving the good faith of the Union, believed that it is wise to assume the good faith and integrity of either the company or Union as the case may be, then for it to be based upon statements. It believes that this is the best way to secure equality and cooperation in the future but forward and to secure responsibility in making good the statement or promise of either side. In this case the company has already taken the good faith and the business integrity on the proposition that it needs to increase its output 50 per cent, and that the proposed change cannot possibly result in the reduction of the force of output prior to June 1. The Board will therefore take the company's statement on this point as the best basis. If the statement should prove misleading, the company would of course be placed at a disadvantage in similar situations in the future. The Board therefore authorizes the making of mixed labor as an emergency method of coping with a general reduction of pressure upon the company in the future, even when it may be required. When working conditions are such that it is desired, before this fact is the situation of the Board, with a view to an investigation as to whether the demand for production in the existing form is likely to continue.

JAMES H. TURTLE, Chairman.

HART SCHAFFNER & MARK LABOR AGREEMENT
Board of Arbitration

Feb. 6, 1920.

Decision on the petition of the Company to authorize the combining of different fabrics in the same cut, or otherwise stated, the laying up or "piling" of different fabrics in the Cutting Room. Filed November 6; first hearing November 17; second hearing December 28; stay of proceedings granted to the Union December 29; set for hearing January 26, but postponed; hearing on application for stay February 6.

The Company set forth at the first hearing that the inability of the Union to supply the necessary number of cutters for the demands of the Company's business, and the restriction placed by the Board of Arbitration upon the number of apprentices, require the Company to devise other methods of getting the cutting done. It has been the custom to make separate cuts of each fabric. The Company believes that by combining different fabrics in the same cut, a considerable increase, estimated at between 10 and 20 per cent in output may be secured. The Company further places in evidence the fact that for several weeks the cutters have been working 19 hours per week overtime. This is injurious to the cutters when it continues over a long period. It is also very expensive to the Company.

The Union first of all demurred as to the jurisdiction of the Board over the matter. It claimed that an agreement had been made between Mr. Hillman, representing the Union, and the representatives of the Company prior to the renewal of the general agreement in 1916. It was claimed that at that time the cutters refused to sanction any agreement unless on the understanding that different fabrics were not to be combined. This arrangement between Mr. Hillman and the Company was not incorporated in the written agreement, but was the understanding on which the cutters had consented to the renewal of the general agreement.

In reply to this demurrer, the Company maintained that inasmuch as there was no written instrument, the Company did not consider itself bound. It admitted that there was an understanding that the Company would not at that time attempt any change in the method of cutting different fabrics, but asserted that conditions were now so different that it did not consider the former understanding to be applicable to the present situation.

On the matter of jurisdiction, the Board ruled that although it is reluctant to act in a way which implies any discrediting of what either party sincerely believes to be the understanding, it is nevertheless its opinion that an emergency exists which justifies the Board in taking jurisdiction and hearing arguments on the merits of the case. For reasons stated below, the Board would in general favor any method which increases efficiency of production and thereby is in the interest of the public, provided that on the one hand such a change in efficiency does not interfere greatly with quality and the interests of good craftsmanship on the workers' part, and provided further that the interests of the worker in the matter of wages and employment are protected. But in view of the feeling of the cutters as above noted, the Board thinks it wiser to deal with this situation as an emergency method of meeting a demand of the business rather than as a universal principle.

On the merits of the question, the Company, in addition to the arguments cited above, submitted statements from certain of the firms of Chicago as to the practice of combining different fabrics. These statements showed that certain firms have had

HART SCHAFER & MARK LABOR AGREEMENT
Board of Arbitration

Feb. 6, 1930.

Decision on the petition of the Company to authorize the combining of different fabrics in the same cut, or otherwise stated, the laying up or "piling" of different fabrics in the Cutting Room. Filed November 6; first hearing November 17; second hearing December 28; stay of proceedings granted to the Union December 29; set for hearing January 26, but postponed; hearing on application for stay February 6.

The Company set forth at the first hearing that the inability of the Union to supply the necessary number of cutters for the demands of the Company's business, and the restriction placed by the Board of Arbitration upon the number of apprentices, require the Company to devise other methods of getting the cutting done. It has been the custom to make separate cuts of each fabric. The Company believes that by combining different fabrics in the same cut, a considerable increase, estimated at between 10 and 20 per cent in output may be secured. The Company further places in evidence the fact that for several weeks the cutters have been working 12 hours per week overtime. This is injurious to the cutters when it comes over a long period. It is also very expensive to the Company.

The Union first of all demurred as to the jurisdiction of the Board over the matter. It claimed that an agreement had been made between Mr. Hillman, representing the Union, and the representatives of the Company prior to the renewal of the General agreement in 1916. It was claimed that at that time the cutters refused to sanction any agreement unless on the understanding that different fabrics were not to be combined. This arrangement between Mr. Hillman and the Company was not incorporated in the written agreement, but was the understanding on which the cutters had consented to the renewal of the general agreement.

In reply to this demurrer, the Company maintained that inasmuch as there was no written instrument, the Company did not consider itself bound. It admitted that there was an understanding that the Company would not at that time attempt any change in the method of cutting different fabrics, but asserted that conditions were now so different that it did not consider the former understanding to be applicable to the present situation.

On the matter of jurisdiction, the Board ruled that although it is reluctant to act in a way which implies any discrimination of what either party sincerely believes to be the understanding, it is nevertheless its opinion that an emergency exists which justifies the Board in taking jurisdiction and hearing arguments on the merits of the case. For reasons stated below, the Board would in general favor any method which increases efficiency of production and thereby is in the interest of the public, provided that on the one hand such a change in efficiency does not interfere greatly with quality and the interests of good craftsmanship on the workers' part, and provided further that the interests of the worker in the matter of wages and employment are protected. But in view of the feeling of the cutters as above noted, the Board thinks it wiser to deal with this situation as an emergency method of meeting a demand of the business rather than as a universal principle.

On the merits of the question, the Company, in addition to the arguments cited above, submitted statements from certain of the firms of Chicago as to the practice of combining different fabrics. These statements showed that certain firms have had

this practice. The Company also stated that two new buildings were under construction which would probably be completed by February 1 and that it would not be possible to supply workers in these new shops unless there were an increase in the cutting production.

The Union opposed the change for the following reasons: To pile mixed fabrics would tend to poorer craftsmanship; it would lower the interest of the worker in maintaining the highest quality of cutting, since it would do so against his sense of artistic skill; firms of the highest grade do not combine different wools, and to make the proposed change would be to lower the pride of the workmen in their firm; to make this change would cause so much irritation as to lessen greatly the expected gain in output; The firm in the past has frequently anticipated a large expansion of business and hired additional men, only to turn them upon the street shortly after, and hence the Union distrusts the predictions of the firm as to the continuous need of greater production; if there were any guarantee of security in employment, the Union would feel differently about all such proposed changes, but inasmuch as the firm is unwilling to share the risks of unemployment or to make any contract for continuous work, the Union feels obliged to protect the interests of the workers in every way, and is therefore averse to a measure which might easily result in the laying off of men.

At the hearing of December 28, the Board announced orally that it would as an emergency matter grant the petition of the Company subject to certain provisions, but before a filing of any written decision, the Union asked for a stay on the ground that the action of the Company on the following day appeared to indicate that the Board had acted under a misapprehension of the actual situation. The Union stated that on the day following the decision, the requisition by the company to the Union for more cutters was cancelled, and it was stated by Mr. Kirch that no more men were needed in the cutting room; further, that overtime was reduced to six hours per week; and finally, that several cutters were laid off and that the total force in the cutting room was reduced. All this, it was claimed by the Union, indicated that if the firm were allowed to change the method of cutting, the consequence would be that men would be laid off, contrary to the statements of the Company that there was no chance of any such reduction of force.

At the hearing on February 6, the Company replied to these points raised by the Union as follows: The requisition was cancelled because the space in the cutting room did not permit the hiring of more cutters; the men who were laid off were laid off because they were not expert and could not be used to advantage under the crowded conditions prevailing; the total force in the cutting room has been reduced from 650, December 28, to 617 at present, but on the other hand, the Company has for the past month had a requisition with the Union for 50 cutters; the Company estimates that to fill its orders up to June 1 an average of 45,000 suits per week must be cut, and that at present with six hours of overtime, only 30,000 suits per week can be cut, so that to fill its orders an increase of 50 per cent is needed, which will be felt in full force when the new shops are opened the last of February.

The Board, as stated above, prefers to decide this case primarily as an emergency proposition. It is not fully informed as to the effects of the change in lowering quality or the craftsmanship interest of the worker. It permits the Company to take the risk on this matter so far as the present ruling is concerned. The Board is also of the opinion that the acts of the ~~Company~~ Company immediately following the decision might excite suspicion in the workers that the proposed change would be injurious to the interests of the Union, and that the pressure for increased

this practice. The Company also stated that two new buildings were under construction which would probably be completed by February 1 and that it would not be possible to supply workers in these new shops unless there were an increase in the cutting production.

The Union opposed the change for the following reasons: To place mixed fabrics would tend to poorer craftsmanship; it would lower the interest of the worker in maintaining the highest quality of cutting, since it would do so against his sense of artistic skill; firms of the highest grade do not combine different wools, and to make the proposed change would be to lower the pride of the worker in their firm; to make this change would cause so much irritation as to lessen greatly the expected gain in output; the firm in the past has frequently anticipated a large expansion of business and hired additional men, only to turn them upon the street shortly after, and hence the Union distrusts the predictions of the firm as to the continuous need of greater production; if there were any guarantee of security in employment, the Union would feel differently about all such proposed changes, but inasmuch as the firm is unwilling to share the risks of unemployment on to make any contract for continuous work, the Union feels obliged to protect the interests of the workers in every way, and is therefore averse to a measure which might easily result in the laying off of men.

At the hearing of December 28, the Board announced orally that it would as an emergency matter grant the petition of the Company subject to certain provisions, but before a filing of any written decision, the Union asked for a stay on the ground that the action of the Company on the following day appeared to indicate that the Board had acted under a misapprehension of the actual situation. The Union stated that on the day following the decision, the reputation by the Company to the Union for more cutters was cancelled, and it was stated by Mr. Kirch that no more men were needed in the cutting room; further, that overtime was reduced to six hours per week; and finally, that several cutters were laid off and that the total force in the cutting room was reduced. All this, it was claimed by the Union, indicated that if the firm were allowed to change the method of cutting, the consequence would be that men would be laid off, contrary to the statements of the Company that there was no chance of any such reduction of force.

At the hearing on February 6, the Company replied to those points raised by the Union as follows: The reputation was cancelled because the space in the cutting room did not permit the hiring of more cutters; the men who were laid off were laid off because they were not expert and could not be used to advantage under the crowded conditions prevailing; the total force in the cutting room has been reduced from 650, December 28, to 617 at present, but on the other hand, the Company has for the past month had a reputation with the Union for 50 cutters; the Company estimates that to fill its orders up to June 1 an average of 45,000 units per week must be cut, and that at present with six hours of overtime, only 30,000 units per week can be cut, so that to fill its orders an increase of 50 per cent is needed, which will be left in full force when the new shops are opened the last of February.

The Board, as stated above, prefers to decide this case primarily as an emergency proposition. It is not fully informed as to the effects of the change in lowering quality or the craftsmanship interest of the worker. It permits the Company to take the risk on this matter so far as the present ruling is concerned. The Board is also of the opinion that the acts of the Company immediately following the decision might excite suspicion in the workers that the proposed change would be injurious to the interests of the Union, and that the pressure for increased

production was not so great as had been represented. The question for the Board is, therefore, shall it base its decision upon the estimates submitted by the Company?

The Board in this case, as on certain other occasions, sometimes involving the statements of the Company, sometimes involving the good faith of the Union, believes that it is wiser to assume the good faith and sincerity of either the Company or Union as the case may be, than for it to go behind such statements. It believes that this is the best way to secure sobriety and conservatism in the claims put forward and to secure responsibility in making good the estimates or promises of either side. In this case the Company practically stakes its good faith and its business sagacity on the proposition that it needs to increase its output 50 per cent, and that the proposed change cannot possibly result in the reduction of its force of cutters prior to June 1. The Board will therefore take the Company's assurances on this point as the best basis. If the estimate should prove misleading, the Company would of course be placed at a disadvantage in similar situations in the future. The Board therefore authorizes the combining of mixed fabrics as an emergency method of cutting. As a general indication of pressure upon the Company by the demand, overtime may be regarded. When overtime ceases, the Union may, if it desire, bring this fact to the attention of the Board, with a view to an investigation as to whether the demand for production in the cutting room is likely to continue.

JAMES H. TUFTS,

Chairman.

production was not so great as had been represented. The question for the Board is, therefore, shall it base its decision upon the estimates submitted by the Company?

The Board in this case, as on certain other occasions, sometimes involving the statements of the Company, sometimes involving the good faith of the Union, believes that it is wiser to assume the good faith and sincerity of either the Company or Union as the case may be, than for it to go behind such statements. It believes that this is the best way to secure sobriety and conservatism in the claims put forward and to secure responsibility in making good the estimates or promises of either side. In this case the Company practically states its good faith and its business sagacity on the proposition that it needs to increase its output 30 per cent, and that the proposed change cannot possibly result in the reduction of its force of cutters prior to June 1. The Board will therefore take the Company's assurances on this point as the best basis. If the estimate should prove misleading, the Company would of course be placed at a disadvantage in similar situations in the future. The Board therefore authorizes the combining of mixed rates as an emergency method of cutting. As a general indication of pressure upon the Company by the demand, overtime may be regarded. When overtime ceases, the Union may, if it desires, bring this fact to the attention of the Board, with a view to an investigation as to whether the demand for production in the cutting room is likely to continue.

JAMES H. TUTTLE,

Chairman.

HART SCHAFFNER & HART LABOR AGREEMENT
Board of Arbitration

Feb. 6, 1920.

Decision on the petition of the Company to authorize the combining of different fabrics in the same cut, or otherwise stated, the laying up or "piling" of different fabrics in the Cutting Room. Filed November 6; first hearing November 17; second hearing December 28; stay of proceedings granted to the Union December 29; set for hearing January 26, but postponed; hearing on application for stay February 6.

The Company set forth at the first hearing that the inability of the Union to supply the necessary number of cutters for the demands of the Company's business, and the restriction placed by the Board of Arbitration upon the number of apprentices, require the Company to devise other methods of getting the cutting done. It has been the custom to make separate cuts of each fabric. The Company believes that by combining different fabrics in the same cut, a considerable increase, estimated at between 10 and 20 per cent in output may be secured. The Company further places in evidence the fact that for several weeks the cutters have been working 19 hours per week overtime. This is injurious to the cutters when it continues over a long period. It is also very expensive to the Company.

The Union first of all demurred as to the jurisdiction of the Board over the matter. It claimed that an agreement had been made between Mr. Hillman, representing the Union, and the representatives of the Company prior to the renewal of the general agreement in 1916. It was claimed that at that time the cutters refused to sanction any agreement unless on the understanding that different fabrics were not to be combined. This arrangement between Mr. Hillman and the Company was not incorporated in the written agreement, but was the understanding on which the cutters had consented to the renewal of the general agreement.

In reply to this demurrer, the Company maintained that inasmuch as there was no written instrument, the Company did not consider itself bound. It admitted that there was an understanding that the Company would not at that time attempt any change in the method of cutting different fabrics, but asserted that conditions were now so different that it did not consider the former understanding to be applicable to the present situation.

On the matter of jurisdiction, the Board ruled that although it is reluctant to act in a way which implies any discrediting of what either party sincerely believes to be the understanding, it is nevertheless its opinion that an emergency exists which justifies the Board in taking jurisdiction and hearing arguments on the merits of the case. For reasons stated below, the Board would in general favor any method which increases efficiency of production and thereby is in the interest of the public, provided that on the one hand such a change in efficiency does not interfere greatly with quality and the interests of good craftsmanship on the workers' part, and provided further that the interests of the worker in the matter of wages and employment are protected. But in view of the feeling of the cutters as above noted, the Board thinks it wiser to deal with this situation as an emergency method of meeting a demand of the business rather than as a universal principle.

On the merits of the question, the Company, in addition to the arguments cited above, submitted statements from certain of the firms of Chicago as to the practice of combining different fabrics. These statements showed that certain firms have had

HART SCHATTNER & MARK LABOR AGREEMENT
Board of Arbitration

Feb. 6, 1930.

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this practice. The Company also stated that two new buildings were under construction which would probably be completed by February 1 and that it would not be possible to supply workers in these new shops unless there were an increase in the cutting production.

The Union opposed the change for the following reasons: To pile mixed fabrics would tend to poorer craftsmanship; it would lower the interest of the worker in maintaining the highest quality of cutting, since it would do so against his sense of artistic skill; firms of the highest grade do not combine different wools, and to make the proposed change would be to lower the pride of the workmen in their firm; to make this change would cause so much irritation as to lessen greatly the expected gain in output; The firm in the past has frequently anticipated a large expansion of business and hired additional men, only to turn them upon the street shortly after, and hence the Union distrusts the predictions of the firm as to the continuous need of greater production; if there were any guarantee of security in employment, the Union would feel differently about all such proposed changes, but inasmuch as the firm is unwilling to share the risks of unemployment or to make any contract for continuous work, the Union feels obliged to protect the interests of the workers in every way, and is therefore averse to a measure which might easily result in the laying off of men.

At the hearing of December 28, the Board announced orally that it would as an emergency matter grant the petition of the Company subject to certain provisions, but before a filing of any written decision, the Union asked for a stay on the ground that the action of the Company on the following day appeared to indicate that the Board had acted under a misapprehension of the actual situation. The Union stated that on the day following the decision, the requisition by the company to the Union for more cutters was cancelled, and it was stated by Mr. Kirch that no more men were needed in the cutting room; further, that overtime was reduced to six hours per week; and finally, that several cutters were laid off and that the total force in the cutting room was reduced. All this, it was claimed by the Union, indicated that if the firm were allowed to change the method of cutting, the consequence would be that men would be laid off, contrary to the statements of the Company that there was no chance of any such reduction of force.

At the hearing on February 6, the Company replied to these points raised by the Union as follows: The requisition was cancelled because the space in the cutting room did not permit the hiring of more cutters; the men who were laid off were laid off because they were not expert and could not be used to advantage under the crowded conditions prevailing; the total force in the cutting room has been reduced from 650, December 28, to 617 at present, but on the other hand, the Company has for the past month had a requisition with the Union for 50 cutters; the Company estimates that to fill its orders up to June 1 an average of 45,000 suits per week must be cut, and that at present with six hours of overtime, only 30,000 suits per week can be cut, so that to fill its orders an increase of 50 per cent is needed, which will be felt in full force when the new shops are opened the last of February.

The Board, as stated above, prefers to decide this case primarily as an emergency proposition. It is not fully informed as to the effects of the change in lowering quality or the craftsmanship interest of the worker. It permits the Company to take the risk on this matter so far as the present ruling is concerned. The Board is also of the opinion that the acts of the ~~Company~~ Company immediately following the decision might excite suspicion in the workers that the proposed change would be injurious to the interests of the Union, and that the pressure for increased

this practice. The Company also stated that two new buildings were under construction which would probably be completed by February 1 and that it would not be possible to supply workers in these new shops unless there were an increase in the cutting production.

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The Board, as stated above, proposes to decide this case primarily on an emergency proposition. It is not fully informed as to the effects of the change in lowering quality or the craftsmanship interest of the worker. It permits the Company to take the risk on this matter so far as the present ruling is concerned. The Board is also of the opinion that the rate of the Company is immediately following the decision might excite suspicion in the workers that the proposed change would be injurious to the interests of the Union, and that the pressure for increased

production was not so great as had been represented. The question for the Board is, therefore, shall it base its decision upon the estimates submitted by the Company?

The Board in this case, as on certain other occasions, sometimes involving the statements of the Company, sometimes involving the good faith of the Union, believes that it is wiser to assume the good faith and sincerity of either the Company or Union as the case may be, than for it to go behind such statements. It believes that this is the best way to secure sobriety and conservatism in the claims put forward and to secure responsibility in making good the estimates or promises of either side. In this case the Company practically stakes its good faith and its business sagacity on the proposition that it needs to increase its output 50 per cent, and that the proposed change cannot possibly result in the reduction of its force of cutters prior to June 1. The Board will therefore take the Company's assurances on this point as the best basis. If the estimate should prove misleading, the Company would of course be placed at a disadvantage in similar situations in the future. The Board therefore authorizes the combining of mixed fabrics as an emergency method of cutting. As a general indication of pressure upon the Company by the demand, overtime may be regarded. When overtime ceases, the Union may, if it desire, bring this fact to the attention of the Board, with a view to an investigation as to whether the demand for production in the cutting room is likely to continue.

JAMES H. TUFTS,

Chairman.

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JAMES H. TUTT,

Chairman.

HART SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

February 6, 1920.

Decision on petition filed by the Company December 15 requesting the Board of Arbitration to order the transfer of a number of cutters from the temporary to the permanent force according to past custom. The Company set forth in its petition that "It has always been the intention to maintain a permanent force of cutters to keep pace with the growing needs of the business, but not enough to provide for the peak of the season." The former chairman from time to time authorized transfers from the temporary to the permanent force. The privilege of being on the permanent force is coveted by cutters and it is well to encourage temporary men to try for these positions.

The Union explained that formerly the Union itself favored this arrangement because it was necessary for the protection of cutters working for Hart Schaffner & Marx, since so-called Association Houses at one time would not employ any cutters who had worked for H. S. & M. Inasmuch as this situation no longer exists, the Union believes that the distinction between permanent and temporary cutters is not advisable. It would be injurious to the interests of the firm to have a distinct group known as temporary cutters because men in search of a position would naturally not accept a temporary position if they could go to other houses and be assured of a position in which no such distinction would be raised. The Union believes that the interest of the whole industry will best be served by arranging transfers between houses in which the peak of the season comes at different times, and beyond this, by dividing the work proportionately as provided in the Agreement. The Union believes it will be impossible that any one house shall in the future maintain a favored position in the market. The Union further considered the petition at this time as inopportune, since it seems to look forward to a reduction of the cutting force, whereas the case on mixed fabrics heard on the same day had as its main feature the alleged need of the Company for an increase of its force and the demand for continuous production for a long time in the future; to present the two cases in the same day might even be regarded as humorous.

The Board notes that in this case the Company appeals to usage, just as in certain other cases the Union has made a similar claim. In all such cases the Board has ruled that although usage raises a presumption it is not final, especially when different conditions may be shown to exist. In the case on mixed fabrics, conditions have changed and the Board has taken account of this fact; in this matter of the permanent and temporary force, conditions have changed also. Furthermore, the probabilities in market conditions as presented by the Company do not indicate the need of any immediate action. The Board therefore rules that for the present no action is advisable.

JAMES H. TUFTS,

Chairman.

HART SCHULTZ & HART LAMON AGREEMENT
BOARD OF ARBITRATION

February 6, 1930.

Resolution on position filed by the Company December 15 regarding the Board of Arbitration to order the transfer of a number of certain lines the temporary to the permanent force consisting of four units. The Company has been in the position that it has always been the intention to maintain a permanent force of units to keep pace with the growing needs of the business, but at the same time to provide for the peak of the season. The former situation from time to time withdrew members from the temporary to the permanent force. The privilege of being on the permanent force is covered by contract and it is well to encourage temporary men to try for these positions.

The Union explained that formerly the Union itself favored this arrangement because it was necessary for the protection of workers work for Hart Schultz & Hart, since so-called Arbitration Boards of one time would not employ any workers who had worked for H. S. & H. L. Lamm. As this situation no longer exists, the Union believes that the distinction between permanent and temporary workers is not advisable. It would be injurious to the interests of the firm to have a distinct group known as temporary workers because men in season of a position would naturally not accept a temporary position if they could go to other places and be secured at a position in which no such distinction would be made. The Union believes that the interest of the whole industry will best be served by arranging transfers between houses in which the part of the season comes at different times, and beyond this, by dividing the work proportionately as provided in the agreement. The Union believes it will be impossible that any one house shall in the future maintain a favored position in the market. The Union further considered the position of this line as important, since it seems to look forward to a reduction of the existing force, whereas the same on other lines would be an increase of the force and the desired for continuous production for a long time in the future to preserve the line in the same way might soon be regarded as impossible.

The Board notes that in this case the Company appeals to the fact as in certain other cases the Union has made a similar claim. In all such cases the Board has ruled that although some cases may be shown to be not final, especially when different conditions may be shown to exist. In the case on which the Union has based its appeal and the Board has taken account of this fact in this case of the permanent and temporary force, conditions have changed also. Furthermore, the position in which conditions are presented by the Company do not justify the need of any immediate action. The Board therefore rules that for the present no action is advisable.

JAMES E. WHITE,

Chairman.

Petition to Board of Arbitration.

2/6/20.

Mr. James H. Tufts, Chairman.

Further evidence shows conclusively that the cutters are deliberately defeating the decision of the Board of Arbitration by killing time on mixed fabric tickets. The cutters testified before the Board that piling up mixed fabrics would effect an increase per capita output of 50%. The attached record shows that instead of an increase, there has been a loss of over 20% from the standard per capita output instead of a 50% gain.

Statements of cutters made confidentially show without doubt that this condition is the result of a conspiracy of the cutters, enforced by the powerful coercion "fear of getting in bad with the union", to defeat the decision by "laying down on the job". This union activity is repugnant to some of the higher class of cutters who privately condemn it and complain about it.

The company urges the Board to investigate this condition and establish the facts. If they are true and the union membership has added to a previous breach of the agreement of a three day strike a further guilt of defeating by an organized policy the purpose of a board decision by indirect means, some sort of action should be taken; at least, a supplementary order requiring under penalty honest compliance with the previous decision.

It would seem to be the interest of the board to preserve and protect the integrity of our industrial relations plan. The decision of Feb. 21, followed by the successful effort of the union to defeat the purpose of the board must have a very damaging effect upon the dignity and prestige of the board as well as exposing the agreement itself to contumely.

E. D. HOWARD.

Mr. James H. Tutts, Chairman.

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E. D. HOWARD.

Petition to the Board of Arbitration.

There are two classes in the cutting room, namely, permanent force and temporary cutters. It has always been the intention to maintain a permanent force of cutters to keep pace with the growing needs of the business, but not enough to provide for the peak of the season. In past years Mr. J. E. Williams, chairman of the Board, would give permission from time to time to transfer cutters from the temporary to the permanent force. We have never asked for any further action since the new Board has been in office, but we believe that at this time it will be highly desirable to select some of the better men from the temporary force and give them permanent places. This is a privilege much coveted by cutters, and it would do a great deal to encourage the temporary men to try for these positions. It has been our habit in the past to select the men who had shown the best results of their work. It is, of course, unnecessary to state that only Union men are chosen. The company petitions, therefore, for hearing on this proposition at an early date.

E. D. HOWARD.

*Hand and decided
Feb 6, 1920*

Petition to the Board of Arbitration.

There are two classes in the outlying room, namely, permanent force and temporary outters. It has always been the intention to maintain a permanent force of outters to keep pace with the growing needs of the business, but not enough to provide for the peak of the season. In past years Mr. J. E. Williams, chairman of the Board, would give permission from time to time to transfer outters from the temporary to the permanent force. We have never asked for any further action since the new Board has been in office, but we believe that at this time it will be highly desirable to select some of the better men from the temporary force and give them permanent places. This is a privilege much coveted by outters, and it would do a great deal to encourage the temporary men to try for these positions. It has been our habit in the past to select the men who had shown the best results of their work. It is, of course, unnecessary to state that only Union men are chosen. The company petitions, therefore, for hearing on this proposition at an early date.

E. D. HOWARD.

*Howard and
J. E. Williams
1920*

BOARD OF ARBITRATION

February 7, 1920.

FURTHER HEARING ON APPRENTICES.

Notice is hereby given that there will be a further hearing on the matter of apprentices on Wednesday, February 11, at nine o'clock in the Trade Board Room, at which two further points of immediate importance will be taken up.

- 1) The wage for apprentices.
- 2) The method of selecting those who are to have the opportunity of becoming apprentices.

It is believed that before putting into effect the general decision with regard to increases in the number of apprentices, the above points should be decided in order that the three matters may be put into effect simultaneously.

By an error in the wording of the decision regarding the number of apprentices, the word "addition" in the sixth line from the foot of page 3 was written instead of the word "employment," which was intended.

In order to make clearer the method of procedure, it is hereby stated that any firm which desires to add apprentices should file with the chairman of the Board of Arbitration a written statement of such request showing (1) present number of cutters and trimmers, (2) present number of apprentices, with dates showing the length of time for which they have already been under training, and the wages paid, (3) estimated number of apprentices needed at this time, (4) data as to the reasons for such need, e.g. orders on hand, increase in business, actual and anticipated, new buildings, etc.

JAMES H. TUFTS, Chairman.

BOARD OF ARBITRATION

February 7, 1930.

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JAMES H. TUTT, Chairman.



Hart Schaffner & Marx

CHICAGO
NEW YORK

Chicago, February 11, 1920

My dear Professor Tufts:-

We appreciate your efforts to clear up the docket, and in order to assist you in the good work, we will withdraw our petition in case #866 affecting the status of Shops 5 and 6. The company have plans for moving and merging Shops 5 and 6. The question arises only when the shops are separate, and will therefore become obsolete by this move. Inasmuch also as such relationship between two shops is very rare, it will probably be not worth while to ask for the settlement on the principle involved until the occasion arises at some future time.

By the withdrawal of this case we believe that the docket is clear and there is nothing pending after the decisions have been cleared on the cases already heard.

We appreciate your efforts in these matters and hope that we will not be obliged to make serious inroads upon your time in the future.

Yours very sincerely,

Earl Dean Howard

MK/EDH

Professor James H. Tufts,

Chicago, Illinois



Howe & Howes

attorneys
at law

Chicago, February 11, 1930

My dear Professor Tuttle:-

We appreciate the fact that you have made efforts to clear up the book, and in order to assist you in the good work, we will give our petition in case #888 affecting the status of Shops 5 and 6. The company have plans for moving and merging Shops 5 and 6. The question arises only when the shops are separate, and will therefore become obsolete by this move. Inasmuch also as such relationship between two shops is very rare, it will probably be not worth while to ask for the settlement on the principle involved until the cooperation arises at some future time.

By the withdrawal of this case we believe that the book is clear and there is nothing pending after the decision have been cleared on the cases already heard.

We appreciate your efforts in clearing up the book and will not be obliged to make serious inquiries upon your time in the future.

Yours very sincerely,

James W. Tuttle

WJ/T

Professor James W. Tuttle

Chicago, Illinois

HART SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

February 21, 1920.

The full Board of Arbitration, Messrs. Meyer, Hillman and Tufts, has had brought to its attention the fact that the cutters and trimmers left the shop on the 13th when the Company attempted to put into effect the decision of February 6 authorizing the laying up of different fabrics in the cutting room. The Board has held several meetings to consider a situation which, because of its deliberate and general character, seems to be one of the most serious in the history of the Agreement. It is informed that the men returned on February 17. Conference with shop chairmen of the cutters and trimmers brought out somewhat more forcibly the state of mind which was back of this action. The Board believes that this state of mind is due in large measure to a misapprehension of the situation and of the decision of the Board. In particular there seemed to be apprehension of the effects of the decision upon stability of employment in the future, even although the present demand for cutters is so great as to preclude any risk in the immediate situation. In the second place, a feeling that something which had been previously secured by verbal agreement had been taken away was expressed.

To remove any uncertainty as to the time at which the "emergency" referred to in the decision is to be terminated, it is hereby stated to be the end of the present light-weight season. The method of cutting will then return to the usage heretofore in effect. If an emergency should again arise, it would be taken up for further hearing as to the best way of meeting it.

In the second place, as indicated in the previous decision, in view of the fact that there had been an understanding on the part of the workers that this particular method would not be used, the Board re-affirms its position that the change is taken up not as a general change on its merits, but as a method of meeting a definite emergency declared by the firm to exist. THE Board believes that this proposed method of meeting the emergency would be attended by ~~much~~ less risk of future employment than other methods. It was not designed primarily to give the firm increased profit on each unit of output, but instead ~~xx~~ it was designed to enable the firm to meet the legitimate demands of its customers. In order to make it perfectly clear that this last is the primary intention and thus to prevent any misapprehension as to the grounds of its decision as an emergency proposition, the Board hereby directs that the saving per unit effected by the increased production shall be set apart as a special fund to be administered under such provisions and for such purposes as may later be determined by the Board.

As regards the action of the cutters, the Board is reluctant to believe that their sober second thought would be in favor of repudiating the whole method of collective bargaining through chosen representatives of the workers, and through the procedure of arbitration which has been so carefully built up, and of plunging the industry back into the old anarchy. At the present time, particularly, the Union, the Company, and the impartial machinery all have a responsibility to the public in proving the success and permanence of this method. It always will demand patience and forbearance on one side or the other according to the general conditions which obtain, and it is only by the exercise of these

HART SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

February 21, 1920.

The full Board of Arbitration, Messrs. Meyer, Hillman and Tuffs, has had brought to its attention the fact that the cutters and trimmers left the shop on the 13th when the Company attempted to put into effect the decision of February 6 authorizing the laying up of different fabrics in the cutting room. The Board has held several meetings to consider a situation which, because of its deliberate and general character, seems to be one of the most serious in the history of the Agreement. It is informed that the men returned on February 17. Conference with shop chairman of the cutters and trimmers brought out somewhat more forcibly the state of mind which was back of this action. The Board believes that this state of mind is due in large measure to a misapprehension of the situation and of the decision of the Board. In particular there seemed to be apprehension of the effects of the decision upon stability of employment in the future, even although the present demand for cutters is so great as to preclude any risk in the immediate situation. In the second place, a feeling that something which had been previously secured by verbal agreement had been taken away was expressed.

To remove any uncertainty as to the time at which the "emergency" referred to in the decision is to be terminated, it is hereby stated to be the end of the present light-weight season. The method of cutting will then return to the usage heretofore in effect. If an emergency should again arise, it would be taken up for further hearing as to the best way of meeting it.

In the second place, as indicated in the previous decision, in view of the fact that there had been an understanding on the part of the workers that this particular method would not be used, the Board re-affirms its position that the change is taken up not as a general change on the merits, but as a method of meeting a definite emergency declared by the firm to exist. The Board believes that this proposed method of meeting the emergency would be attended by less risk of future employment than other methods. It was not designed primarily to give the firm increased profit on each unit of output, but instead as it was designed to enable the firm to meet the legitimate demands of its customers. In order to make it perfectly clear that this last is the primary intention and thus to prevent any misapprehension as to the grounds of its decision as an emergency proposition, the Board hereby directs that the saving per unit effected by the increased production shall be set apart as a special fund to be administered under such provisions and for such purposes as may later be determined by the Board.

As regards the action of the cutters, the Board is reluctant to believe that their sober second thought would be in favor of repudiating the whole method of collective bargaining through chosen representatives of the workers, and through the procedure of arbitration which has been so carefully built up, and of plunging the industry back into the old anarchy. At the present time, particularly the Union, the Company, and the impartial machinery all have a responsibility to the public in proving the success and permanence of this method. It always will demand patience and forbearance on one side or the other according to the general conditions which obtain, and it is only by the exercise of these

2-21-20

qualities and by constant co-operation--even under the stress of what may seem to one or the other of us to be temporary disadvantage--that the Agreement can be preserved, and that the larger cause of social progress through common understanding and good will can be furthered. The fact that the cutters acceded to the representations of their officials and returned is taken by the Board to signify that they will continue to act as the members of a responsible organization and that they will consider the larger interests of the Union and their fellow members, and indeed of all organized labor.

J. H. TUFTS,

Chairman.

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J. H. TUTT.

Chairman.

HART SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

1 draft
not issued

February 21, 1920.

The full Board of Arbitration, Messrs. Meyer, Hillman and Tufts, has had brought to its attention the fact that the cutters and trimmers left the shop on the 13th when the Company attempted to put into effect the decision of February 6 authorizing the laying up of different fabrics in the cutting room. The Board has held several meetings to consider a situation which, because of its deliberate and general character, seems to be one of the most serious in the history of the Agreement. It is informed that

the men returned on February 17. Conference with shop chairmen of the cutters and trimmers brought out somewhat more forcibly the state of mind which was back of this action. The Board believes that this state of mind is due in large measure to a misapprehension of the situation and of the decision of the Board. In particular there seemed to be apprehension of the effects of the decision upon stability of employment in the future, even although the present demand for cutters is so great as to preclude any risk ~~at~~ in the immediate situation. In the second place, a feeling ^{that} something which had been previously secured by ~~the~~ verbal agreement had been taken away was expressed

The trimmers had no specific grievance to present as the reason for their act at this time, although they testified to an irritation on the part of the trimmers because of the policy of certain foremen. They seem to have walked out in imitation of the act of the cutters.

To remove any uncertainty as to the ^{time at} ~~period during~~ which the "emergency" referred to in the decision is to be terminated, it is hereby stated to be the end of the present light-weight season. The method of cutting will then return to the usage heretofore in effect. If an emergency should again arise, it would be taken up for further hearing as to the best way of meeting it.

In the second place, as indicated in the previous decision, the fact that there had been an understanding on the part of the workers that this particular method would not be used, the Board re-affirms its position that the change is taken up not as a general change on its merits, but as a method of meeting a definite emergency declared by the firm to exist. The Board believes that this proposed method of meeting the emergency would be attended by much less risk of future unemployment than other methods. It was not designed primarily to give the firm increased profit on each unit of output, but instead it was designed to enable the firm to meet the legitimate demands of its customers. In order to make it perfectly clear that this last is the primary intention and thus to prevent any misapprehension as to the grounds of its decision as an emergency proposition, the Board hereby directs that the saving per unit effected by the increased production shall be set apart as a special fund to be administered ~~later~~ on such provisions and for such purposes as may later be determined by the Board.

J. H. TUFTS,
CARL
SIDNEY

81 DAY

BOARD OF ARBITRATION
For Agreement between A. C. W. and Chicago Federation of Clothing Mfgs.

February 23, 1920.

Notice is hereby given of a session of the Board of Arbitration on Thursday, February 26, beginning at nine-thirty A. M. At this meeting the Board will take up: (1) The question of "overtime" on which a ruling has been asked. Postponed from February 16. ~~(2)~~

(2) Appeal by the Union from a decision of the Trade Board as to the discipline of a shop chairman. Postponed from February 16.

(3) Petition by the Union for a ruling or an interpretation as to how far the Agreement covers work and conditions in the case of contractors, especially as to the application of the principle of the preferential shop.

(4) Petition by the Union for a hearing on the question of giving out work to be done in tenements or at home.

JAMES H. TUTTS.

BOARD OF ARBITRATION
For Agreement between A. C. W. and Chicago Federation of Clothing Mfgs.

February 22, 1930.

Notice is hereby given of a session of the Board of Arbitration on Thursday, February 28, beginning at nine-thirty A. M. At this meeting the Board will take up: (1) The question of "overtime" on which a ruling has been asked. Postponed from February 16. (2) Appeal by the Union from a decision of the Trade Board as to the discipline of a shop chairman. Postponed from February 16. (3) Petition by the Union for a ruling on an interpretation as to how far the Agreement covers work and conditions in the case of contractors, especially as to the application of the principle of the preferential shop.

(4) Petition by the Union for a hearing on the question of giving out work to be done in tenements or at home.

JAMES H. TUTT.

MEN'S CLOTHING INDUSTRY, CHICAGO

Board of Arbitration

February 26, 1920.

On method of discipline to be employed in the case of shop chairmen. Appeal from decision of the Trade Board, Case No. 46.

An appeal was taken from the decision of the Trade Board in this case not with a view to the particular case, which the Union does not care to have reviewed, but with regard to the method of procedure. It was suggested by the Trade Board in previous decisions, Case No. 20, that although the full right of discipline and discharge remains with the employer according to our Chicago Agreements, it may nevertheless be advisable to proceed by a different method, either by taking up the matter through the labor manager with the deputy of the Union, or by bringing charges against the shop chairman before the Trade Board, instead of exercising the right of summary suspension and discharge upon the spot and leaving it to the Union if it pleases to ask for re-instatement.

The Board of Arbitration sustains the Trade Board in its decision that the employer has the right to proceed directly in the matter if he wishes to exercise his strict privilege under the Agreement. As stated by the chairman of the Trade Board in Case 20, the change in practice which now obtains under the Hart Schaffner & Marx Agreement was introduced by a voluntary agreement of the two parties and was announced by the Board of Arbitration as a better method of giving dignity to the officials of the Union and thereby enabling it to perform its function of maintaining order and peace in the industry.

The experience thus far under the arrangements at Hart Schaffner & Marx has been on the whole satisfactory. The Board believes that every step which can be taken in the direction of substituting a deliberate, orderly, and calm method of procedure before an impartial tribunal for direct personal action is of decided educational value. The Board further believes that the only way in which the purposes of the Agreement can be secured is by the co-operation of the Union officials, who in turn must be able to command the respect of all members of the Union. One way toward giving these officials increased respect is by granting them a different status as regards discipline. This is ~~xxx~~ intended to make them ^{not} less, but more responsible. It is intended to teach them the importance of the impartial machinery, and to make them less disposed to hasty or undignified action, or to disrespect for officials or for the impartial machinery.

The Board therefore strongly urges upon all labor managers that in the cases of discipline which involve shop chairmen, they shall proceed by filing charges before the Trade Board rather than by summary action. In many cases of course the best method will be to proceed by bringing the matter first of all to the attention of the Union ~~xxxxxxx~~ deputy.

JAMES H. TUFTS,

Chairman.

February 26, 1930.

Board of Arbitration

On method of discipline to be employed in the case of shop chairmen. Appeal from decision of the Trade Board, Case No. 46.

An appeal was taken from the decision of the Trade Board in this case not with a view to the particular case, which the Union does not care to have reviewed, but with regard to the method of procedure. It was suggested by the Trade Board in previous decisions Case No. 30, that although the full right of discipline and discharge remains with the employer according to our Chicago Agreement, it may nevertheless be advisable to proceed by a different method, either by taking up the matter through the labor manager with the deputy of the Union, or by bringing charges against the shop chairman before the Trade Board, instead of exercising the right of summary suspension and discharge upon the spot and leaving it to the Union if it please to ask for re-instatement.

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The Board therefore strongly urges upon all labor managers that in the cases of discipline which involve shop chairmen, they shall proceed by filing charges before the Trade Board rather than by summary action. In many cases of course the best method will be to proceed by bringing the matter first of all to the attention of the Union executive deputy.

JAMES H. TUTT,

Chairman.

MEN'S CLOTHING INDUSTRY, CHICAGO MARKET
Board of Arbitration

February 27, 1920.

On the sending of work out of shops to be finished at home.

The Union filed a request that the Board of Arbitration should investigate the matter of work sent out to shops to be done at ~~home~~. The work in question is primarily that of finishing. The Union appealed to the common knowledge that conditions in homes cannot be controlled either as to sanitation or as to hours of work or as to children's work.

On inquiry, it was brought out that a large number of firms practice sending out some work to be done this way. In many cases this is the cause of the difficulty of obtaining finishers who will work in the shops. Some women are willing to do this work at home who will not come to the factories. The Union did not ask that this practice should be abolished in a day, but proposed that a plan be set after which it would not be allowed in the industry. The representatives of the employers agreed that the practice was liable to grave evils and that public opinion would not countenance it. The only question was as to the time when it could be terminated without imposing undue hardships in view of the scarcity of finishers. It was brought out that one firm had undertaken to conduct a school for the training of finishers, and it was suggested that perhaps other firms might take similar steps.

The full Board (Mr. Carl Meyer and the Chairman) holds that the practice of sending work to the homes of the workers in this industry--whatever its convenience, either to firms or to women workers--is liable to such grave abuses that it cannot countenance ~~the practice~~ it. The Board therefore rules that there shall be no introduction of this practice where it does not already exist, and no further extension of it where it does exist; and further, that within a reasonable time the practice must be brought to an end. In order to determine what is a reasonable time, the labor managers are requested to collect complete data concerning the extent of the work thus given out at present and the proportion of such work to the total work of the kind which is done within the shops, such data to be filed with this Board.

JAMES H. TUFTS,

Chairman.

Men's Clothing Industry, Chicago Market
Board of Arbitration

February 27, 1920.

On the sending of work out of shops to be finished at home.

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JAMES H. TUTTS,

Chairman.

it was decided that a committee containing representatives of the labor managers and of the Union should endeavor to work out a plan covering the status of contractors and the best method of dealing with the whole situation.

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JAMES H. TUTTS,

Chairman.

BOARD OF ARBITRATION

PETITION for Reconsideration in Case 1D, (March 2, 1920)

Supplementary to the General Award.

"The Board decides that these standards should be effective immediately on notification to the several houses. It further announces that beginning with Monday, March 8, the minimum standard for cutters will be \$45. This same date will be regarded as the date for the whole Chicago Industry, but no increase shall be actually paid to the cutters of any house until standards have been set in that house. The reason for fixing this date for all houses before some of them have actually had standards fixed by the Commission is to avoid unfairness due to delay in the case of the house as visited last".

The Labor Managers Committee request a reconsideration by the full board of the fundamental points raised in this decision:

1. Does the EMERGENCY CLAUSE empower the board to change a minimum wage rate made by agreement?
2. Is it fair or just to force the employers to pay an increased wage from March 8th without requiring any standard of output or any increase of work in return for the additional wages? Does it not demoralize the cutters by giving them more money, not because of honest work, but because of union manoeuvring?

The employers understood that there were to be no further net increases under the award of December 1919, but, if changes were made under the final paragraph, they would only be made as compensation for increased standards of production (enforced and not merely promised) so that there

BOARD OF ARBITRATION

PETITION for Reconsideration in Case ID, (March 2, 1920)

Supplementary to the General Award.

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if changes were made under the final paragraph, they would

only be made as compensation for increased standards of

production (enforced and not merely promised) so that there

would be no net increase in cost. Because there is no increase in production provided for in the decision but an unconditional raise of wages, the employers feel that they ~~have been most unjustly dealt with.~~ They acknowledge the right of the Board to finally determine its own jurisdiction and power, but believe that the full board shall pass upon so vital a question as the right to raise wages liecemeal at any time without the sanction and formality of a full board meeting. An increase from \$37.00 to \$45.00 as a minimum hiring rate for cutters, irrespective of efficiency and under the compulsion of the closed shops (practically established by the decision on apprentices) leaves the employers helpless. The cutters have announced their policy of controlling individual output so as to eliminate slack time. The board, by its decisions fixing high minimums is destroying the relation between production and pay. If a cutter must get \$45.00 whether he produces anything or not (and this seems to be the effect of your decision ID) there is no protection to the employer against the restriction policy of the cutters. The employers ought to know exactly where they stand in this vital matter.

There is considerable ambiguity, also, in the fourth paragraph, especially point (4). Does the board rule here that loafing cutters may not be reprimanded or stirred up by the foreman? Must the management look on and do nothing when the cutters are obviously killing time to make the jobs stretch out to full time? The language of the decision is not clear as to the limitation put upon the natural functions of management.

*Committee of Labor Managers
for Chicago Market.*

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management.

Committee of Labor Managers
for the United Brotherhood

HART SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

March 3, 1920.

On September 19 the Union filed a petition with the Board to investigate the wages paid to apprentices. This wage was stated to be \$12.00 a week, which the Union intended to be too low in view of the existing cost of living and general market conditions. The Union further stated that the Union had arranged with the other firms of the city for the appointment of a committee on apprentices which was to consider, among other matters, the rate paid at the beginning of apprenticeship.

The Company claimed that the existing wage of \$12.00 was sufficient to attract workers and that the training which was given to the apprentices was to be regarded as a large item of compensation during the early part of apprenticeship before the work of the apprentice was of substantial value.

The Board announced that in view of the fact of the proposed appointment of a committee to consider the matter for the Chicago market, it would suspend a decision but announced further that when a decision was reached for the Chicago market, it would be made retro-active in the case of the apprentices recently authorized by the Board, namely, the sixty authorized in the decision of August 14.

The Committee referred to above was not organized until December and then was unable to agree as to the beginning wage. The Board of Arbitration for the Chicago Market in a decision dated February 20, 1920, fixed the beginning wage at \$16.00.

The Board of Arbitration for the Hart Schaffner & Marx Agreement will adopt this same standard and in accordance with its announcement of September last, decides that this rate shall be effective from October 1, 1919, for all apprentices appointed after July 9.

JAMES H. TUFTS,

Chairman.

HART ROBERTSON & MARK LABOR AGREEMENT
BOARD OF ARBITRATION

March 3, 1930.

On September 12 the Union filed a petition with the Board to increase the wages paid to apprentices. This was given to the Board for consideration. The Union stated that the Union had arranged with the other firms of the city for the appointment of a committee on apprentices which was to consider, among other matters, the rate paid at the beginning of apprenticeship.

The Company claimed that the existing wage of \$12.00 was sufficient to attract workers and that the training which was given to the apprentices was so valuable as a large item of compensation during the early part of apprenticeship before the work of the apprentice was of substantial value.

The Board announced that in view of the fact of the proposed appointment of a committee to consider the matter for the Chicago market, it would suspend a decision but announced further that when a decision was reached for the Chicago market, it would be made retro-active in the case of the apprentices presently employed by the Board, namely, the sixty authorized in the decision of August 14.

The Committee referred to above was not organized until December and then was unable to agree on the proposed wage. The Board of Arbitration for the Chicago Market in a decision dated February 20, 1930, fixed the beginning wage at \$12.00.

The Board of Arbitration for the Hart Robertson & Mark Agreement will adopt this same standard and in accordance with the announcement of September last, decides that this rate shall be effective from October 1, 1930, for all apprentices appointed after July 9.

JAMES H. TUTT,

Chairman.

March 4, 1920.

Board of Arbitration.

During the recent hearing on the Apprentice question the opinion was several times expressed that Apprentices were not to be members of the Union nor were their applications for membership in the organization to be solicited or accepted until after they had completed their three months' probationary period. This point was omitted from the Decision handed down in the Apprentice question.

The Board of Labor Managers considers this an important matter and one which should properly be included in the Decision, lest at some future time there be uncertainty as to what was agreed on between the parties at issue at the time of the hearing.

The Board of Labor Managers, therefore, petition the Board of Arbitration for a supplementary Decision setting forth the facts as stated above.

OCL:CG

March 4, 1930.

Board of Arbitration.

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the opinion was several times expressed that Apprentices were not to be members of the Union nor were their applications for membership in the organization to be solicited or accepted until after they had completed their three months' probationary period.

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issue at the time of the hearing.

The Board of Labor Managers, therefore, petition the

Board of Arbitration for a supplementary Decision setting

forth the facts as stated above.

OGJ:CG

March 15, 1920.

Professor Tufts:

In your decision growing out of the cutters' strike last month, we provided that money saved to the company by the device of cutting mixed fabrics together, should be placed in a separate fund for the benefit of the cutters.

I have before me the figures up to March 13th showing that the cutters in their efforts to defeat the device have not only failed to make any gain but actually show a loss.

The total time actually consumed in cutting the combined mixed fabric tickets totals 5066 hours.

The amount of time allowed for cutting if work were done separately on the basis of our regular standards would be 4175 hours, 47 minutes.

The net loss of time is therefore 890 hours, 13 min.

The money value of this time lost is \$917.68.

The total of 10131 suits has been cut under this device.

About ten days ago the Union agreed to cooperate in urging the cutters to show a gain on these tickets in order that a fund might be started, but thus far there has been no evidence of any success.

Yours very truly,

E. D. HOWARD.

E. D. HOWARD.

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Professor Tuttle:

March 15, 1930.

Prof Howard

Date 3/17-20

COMBINED FABRIC CUTTING REPORT.

	^{incl.} 3/14-3/16-3/17 Daily Summary	Summary to date
Total number garments cut	2028	12159
" " cuts called for by cutting tickets separately	659	4074
Total number cuts made by cutting tickets combined	418	2428
Total time allowed to cut tickets separately (100% Basis)	808 hrs. 27 min.	4984 hrs 14 m.
Total time taken to cut tickets combined	965 hrs. -0 min.	6035 hrs -0 m.
Net time loss	156 hrs. 33 min.	1050 hrs 46 m.
Net money loss for time	\$171.24	\$1088.92
Net yardage loss	17 yd. 32 in.	159 yd. 14 in.
Net yardage loss per garment	.31 in.	.47 in.

Director

Date

COMBINED FABRIC CUTTING REPORT

Daily Summary Summary to date

Total number garments cut

" " cut called for by
existing tickets separately

Total number cuts made by
existing tickets combined

Total time allowed to cut tickets
separately (100% basis)

Total time taken to cut tickets
combined

Net time loss

Net money loss for time

Net package loss

Net package loss per garment

3/17/20.

The union in behalf of certain finishers complain that union finishers have been sent to the company in response to requisitions but have not been hired while non-union girls have been employed as finishers.

The facts in this case are admitted. The company states that the Market Committee of Chicago has made a rule that people leaving without consent the employment of one company will not be hired by another, in order to preserve intact the manufacturing organization of each employer. Because of some temporary slackness in the shops of Alfred Decker & Cohn, some finishers have left there and have been sent by the union to Hart Schaffner & Marx for employment. The company conforming to the rule laid down by the Market Committee refused to hire the girls.

The Union protests this rule by the Market Committee and contends it can have no force or effect in view of the provisions of the agreement dealing with rule of preference in hiring workers. The union points out that the language of the agreement is definite. Section IV. P 11.

"Preference shall be applied in hiring and discharge. Whenever the employer needs additional workers, he shall first make application to the union, specifying the number and kind of workers needed. The union shall be given a reasonable time to supply the specified help, and if it is unable, or for any reason fails to furnish the required people, the employer shall be at liberty to secure them in the open market as best he can".

A requisition for finishers was received by the union from Hart Schaffner & Marx and these girls were sent in response to that requisition, but were not hired, altho the union had fulfilled the terms of the agreement.

The Union contends that the company in accepting the rule of the market committee and in acting in conformity with it has actually abrogated the preference provisions of the agreement regarding hiring; and that therefore neither the union nor the trial boards can recognize the validity of the rule of the Market Committee, as all these parties, the union, the company, and the trial boards are bound by the terms of the agreement, and these terms may not be modified or set aside by any arrangement with other manufacturers to which the union is not a party.

3/17/20.

Case #553.

The union in behalf of certain finishers complains that union finishers have been sent to the company in response to requisitions but have not been hired while non-union girls have been employed as finishers.

The facts in this case are admitted. The company states that the Market Committee of Chicago has made a rule that people leaving without consent the employment of one company will not be hired by another, in order to preserve intact the manufacturing organization of each employer. Because of some temporary slackness in the shops of Alfred Becker & Cohn, some finishers have left there and have been sent by the union to Hart Schaffner & Marx for employment. The company conforming to the rule laid down by the Market Committee refused to hire the girls.

The Union protests this rule by the Market Committee and contends it can have no force or effect in view of the provisions of the agreement dealing with rule of preference in hiring workers. The union points out that the language of the agreement is definite. Section IV, P. 11.

"Preference shall be applied in hiring and discharge. Whenever the employer needs additional workers, he shall first make application to the union, specifying the number and kind of workers needed. The union shall be given a reasonable time to supply the specified help, and if it is unable, or for any reason fails to furnish the required people, the employer shall be at liberty to secure them in the open market as best he can."

A requisition for finishers was received by the union from Hart Schaffner & Marx and these girls were sent in response to that requisition, but were not hired, altho the union had fulfilled the terms of the agreement.

The Union contends that the company in accepting the rule of the Market Committee and in acting in conformity with it has actually abrogated the preference provisions of the agreement regarding hiring; and that therefore neither the union nor the trial boards can recognize the validity of the rule of the Market Committee, as all these parties, the union, the company, and the trial boards are bound by the terms of the agreement, and these terms may not be modified or set aside by any arrangement with other manufacturers to which the union is not a party.

The union agrees that a stabilizing of the market is desirable and necessary for the best interests of the industry, but it cannot admit the validity of the Market Committee Rule in the face of the specific provisions of the Hart Schaffner & Marx agreement.

In this case the Trade Board regards the position of the union as clearly supported by the language of the agreement, and finds, therefore, that the action of the company in refusing to hire the girls is contrary to the provisions of the agreement. The Trade Board directs, accordingly, that these girls be given employment as soon as they shall report for work.

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James Mullendbach.

MEN'S CLOTHING INDUSTRY.

Chicago, Illinois.
March 31, 1920.

Trade Board Cases 84, 85, 87, 102-108, 111, 114, 115.

These cases are all similar and have arisen on petitions of manufacturers for revision of the rates for pocket making recommended by the Committee on disparities in rates, and approved by this Board February 25, 1920.

The readjustments recommended by the Trade Board in these cases are hereby approved.

JAMES H. TUFTS,

Chairman.

MEN'S CLOTHING INDUSTRY.

Chicago, Illinois.
March 31, 1930.

Trade Board Cases 84, 85, 86, 102-108, 111, 114, 115.

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The recommendations recommended by the Trade Board in these cases are hereby approved.

JAMES H. TURNER,
Chairman.

THE BOARD OF ARBITRATION.

MEN'S CLOTHING INDUSTRY.

official
Chicago, Illinois.
March 31, 1920.

A petition to the Trade Board filed March 30 was referred to the Board of Arbitration since it seemed to involve an interpretation of the Award of this Board dated December 22, 1919, and of the supplementary award of February 25, 1920.

The petition filed by Mr. Nelson for the Vest-makers sets forth that Mr. Gilbertson, Labor Manager, has advised a certain contractor, J. F. Johnson, not to give the back pay due on account of the report of the Committee on Disparities in Rates, approved by the Board of Arbitration February 25. The Union asks for redress.

Mr. Gilbertson explained that his advice had been due to his belief that there was confusion in the contractors' situation as regards back pay. He understood that some contractors were not being pressed for the back pay. Further, he understood that the award by the leveling committee was not to cost the employers more than 20% of their payroll, and in this case it would cost the contractor considerably more than 20% to conform to the award.

The Board holds that the award must be carried out as uniformly as is practicable and that to make an exception for this contractor would be without justification. As regards the 20% limit, this was an estimate, made in December on the best information then available, but was not a fixed limit.

(Signed) JAMES H. TUFTS,

Chairman.

Official

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MEN'S CLOTHING INDUSTRY.

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The Board holds that the award must be carried out as uniformly as is practicable and that to make an exception for this contractor would be without justification. As regards the 30% limit, this was an estimate, made in December on the best information then available, but was not a fixed limit.

(Signed) JAMES H. TUTT,
Chairman.

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men's Clothing Industry. Chicago Market
Mar 31.

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Welson for the ~~West~~ makers
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James H. Tuf to
Chairman.

Question
Standard of Quality, Training
& Output.

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James & Puff
Chairman