

~~4/15~~
Chicago, April 8, 1920.

APPEAL TO BOARD OF ARBITRATION.

The company will take appeal in Case #966,
in order to get a Board of Arbitration ruling on
the general principles of the right to discharge
within the probationary period after hiring.

E. D. HOWARD.

Chicago, April 2, 1901

WILLIAM W. BENTLEY

The money will be used in the
in order to get a head in position
to a better position of the
which the money will be used
in the future.

Promoting Lining Cutters to Cutting Room.

The freight strike following close upon the express strike has detained woollens enroute. As a precaution the company has temporarily suspended overtime work in the cutting room in order to guard against any possible chance of short time. This unforeseen setback has, of course, retarded our season's work and consequently will increase the pressure later.

To meet this coming emergency, the company requests the board to grant permission for the promotion of not to exceed fifty lining cutters into the cutting room. There seems to be nothing in the agreement that restricts the company from making this transfer; no question of preference can arise since all the transferes will be union members. Moreover, this system of promotion is the regular and approved method of enlarging the cutting force in the majority of Chicago houses.

All transfers will be voluntary and the men guaranteed against any loss of wages. Indeed, as fast as the men progress in woollen cutting, their wages will be increased proportionately according to the standard now used by the company by cutters; if the board later introduces any official standard or modifies the present unofficial standard, these men will have the advantage of it. Their status will be that of advanced apprentices until they comply with the test for full-equipped cutters as laid down by the Board.

The transferes ^{former} shall have the right of retransfer without loss of status or wage, as the company will have the right also of retransfer on the same terms.

Inasmuch as these men will not be very productive for a month or two after transfer but will require intensive instruction by an augmented managerial force, the company requests immediate consideration of this petition lest delay defeat the purpose of it which is to provide for an emergency pressure beginning probably within a couple of weeks and continuing for the balance of the season.

The advantages to the union are obvious: increased assurance to the tailor shops of adequate supply of work; promotion for lining cutters who feel that they are at a disadvantage compared with the man in the other houses where such promotion is regular; creating openings in lining cutting for men in trimming room now held back on less skilled work.

E. D. HOWARD.

Promoting Lining Cutters to Cutting Room.

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E. D. HOWARD.

Ed 7 am. Info
4/8/20

BRIEF ON APPEAL CASES #966 and #967.

These cases are appealed on the general principles involved which concern the whole market.

In case #967, the Trade Board forces us to reemploy a man who is undesirable in a shop in the process of organization where it is necessary to be on guard against introducing refractory elements.

In case #966, the Trade Board forces us to reemploy a presser who had previously been suspended in A, who had been employed less than two weeks in L and whom we had no right to keep because of the manner of his quitting his former job.

In order that the attention of the Board may not be beguiled from the essential points to merely personal and irrelevant ones, the men involved have been provided with places even the appeal is taken.

The questions raised by these decisions and which require comprehensive and definite treatment by the board of arbitration are:

How far may the union force upon the employer, workers who are undesirable or the employment of which may be detrimental to the interests of the employers or a breach of faith with competitors?

How far will the Board permit the destruction or impairment of disciplinary power of the employer by allowing the union to force delinquents into positions, thus defeating discipline.

Should the Trade Board recognize a probationary period within which the employer may dismiss an unsatisfactory employe?

Should not the rulings of the Board of Arbitration, relating to hiring and preference, made several years ago when labor conditions, the power of the union, and its relations with other employers in this market were entirely different, be ~~raised~~ ^{revised} to conform to present conditions?

The selection of employes is not so much a right as a responsibility upon management. A harmonious and smooth-running shop is as much to be desired by the people as by the company. Discordant elements must be kept out as far as possible. In former days when selection was used as a means of discrimination against union organization, interference by the union had a reason; now the reason has disappeared

4/8/30

BRIEF ON APPEAL CASES #986 and #987.

These cases are appealed on the general principles involved which concern the whole market.

In case #987, the Trade Board forces us to reemploy a man who is undesirable in a shop in the process of organization where it is necessary to be on guard against introducing reactionary elements.

In case #986, the Trade Board forces us to reemploy a presser who had previously been suspended in A, who had been employed less than two weeks in I and whom we had no right to keep because of the manner of his quitting his former job.

In order that the attention of the Board may not be beguiled from the essential points to merely personal and irrelevant ones, the men involved have been provided with places even the appeal is taken.

The questions raised by these decisions and which require comprehensive and definite treatment by the Board of Arbitration are:

How far may the union force upon the employer, workers who are undesirable or the employment of which may be detrimental to the interests of the employers or a breach of faith with competitors?

How far will the Board permit the destruction or impairment of disciplinary power of the employer by allowing the union to force delinquents into positions, thus defeating discipline.

Should the Trade Board recognize a probationary period within which the employer may dismiss an unsatisfactory employee?

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and the prejudice appears to be a "survival". Even where union domination and tyranny as complete in the building trades, the right of selection is retained by the employer.

The Trade Board decisions in these cases are based on the following clauses in the agreement:

"Preference shall be applied in hiring and discharge. When ever 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."

"AVOIDANCE OF INJURY.

Among the things to be considered in the enforcement of preference are the needs of maintaining an adequate balance of sections, of the requirements of the busy season, of the difficulty of hiring substitutes, and the risk of impairing the ~~injury~~ efficiency of the organization. The claims for enforcement of preference and for avoidance of injury to the manufacturing organization are to be weighed by the Trade Board, and the interest of both claims safeguarded as far as possible, the intention being to enforce preference as far as it can be done without inflicting substantial injury on the company".

A Board decision of August 30th, 1913, is also cited:

"PREFERENCE IN HIRING.

When in need of additional workers the company shall give the first opportunity of employment to union members if they can be obtained; if the union cannot furnish them the company may procure the needed help from any other source.

To give effect to this preference with as little friction or inconvenience as possible, the following provisions are made:

The company shall furnish the union a list of the number and kind of workers needed, specifying the date on which the applicants must report, which list shall be furnished as far in advance as possible.

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3.

The union shall keep on file with the company a list of such union applicants for work as it may wish to offer, which list shall be corrected from time to time and kept up to date.

The company shall keep an employment record which shall show the date of engagement of all new workers, the kind of work they are employed for and the place of work to which they are assigned.

If, after advance notice has been given, the union fails to have on its list of applicants the number and kind of workers needed by the company on the specified date, or if the needed applicants fail to report in person, on that date, then the company may assume that union workers are not available and may procure help elsewhere.

In case of an emergency, when advance notice cannot be given, the company may communicate orally or by telephone with the representatives of the union, and in case the union cannot furnish help the company may proceed to hire elsewhere.

If an applicant has been recently discharged for cause, or if under the influence of liquor, or obviously incompetent, the company shall not be required to employ him. Otherwise, the candidates offered by the union shall have first opportunity of employment."

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The provisions of the agreement as quoted do not give the union the right to force particular persons upon the company. Indeed, the language "avoidance of injury to the manufacturing organization", "the risk of impairing efficiency", and "enforcing preference as far as it can be done without inflicting substantial injury on the company" plainly indicate the intent of the board. There is no doubt it meant to protect the union against non-union applicants without limiting the company beyond what was absolutely necessary.

The decision quoted (Aug. 30, 1913) indicates even more clearly the intent of the board. The order to the union to "keep on file with the company a list of union applicants" was intended to give the company freedom of selection.

It must be remembered that the decision was given to meet peculiar conditions: the union was weak, and the rest of the market was hostile and non-union. Conditions are now reversed and that part of the decision just quoted is not observed. If part of it is obsolete, the whole should be so considered, especially when shown to be contrary to the intent of the board under present conditions and destructive to discipline.

It needs no argument to prove that if the union can force a delinquent member into a position the power of discipline of the employer is futile. It is only when a real penalty can be inflicted that discipline can be effective. The opportunity of the union to force members into positions in this market has existed less than a year and until recently has not been exploited to defeat discipline.

The labor managers have undertaken to enforce collective bargaining as against "direct action" to the limit of their ability. We have been at great pains to prevent workers in rebellion against the agreement (stoppages) or those trying to force illegitimately an increase of wages beyond the award from obtaining employment except where they belong. Nobody has been deprived (as an individual) from obtaining employment in any concern of his own choice but we have done what we could to prevent quitting en masse for the purpose of "direct action". The labor managers should know the limitations upon their responsibility for maintaining the terms of collective bargaining.

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The board in decision 27a (March 30, 1920) has held that as to hiring and transfer "that such arrangements must be subject to the general principle of collective bargaining". Clearly then, the union cannot be permitted to use allocation of labor to defeat the terms of collective bargaining i.e. adjusted rates and strikes. It also held that the preferential shop is to be interpreted as providing for joint rather than exclusive control of the allocation of workers". The Trade Board rulings would deprive the labor managers of all control over allocation.

The company protests the payment of back pay in one case to a worker with whom we had no contractual relations and who did nothing to earn the money; and in the other case, where the loss of wages was due to the fault of the worker himself in refusing to return to the job he quit wrongfully in the "direct action" conspiracy.

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The board in decision 27e (March 30, 1930) has held that as to hiring and transfer "that such arrangements must be subject to the general principle of collective bargaining". Clearly then, the union cannot be permitted to use allocation of labor to defeat the terms of collective bargaining i.e. adjusted rates and strikes. It also held that the preferential shop is to be interpreted as providing for joint rather than exclusive control of the allocation of workers". The Trade Board ruling would deprive the labor managers of all control over allocation.

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E. D. Howard.

MEN'S CLOTHING INDUSTRY, CHICAGO MARKET
BOARD OF ARBITRATION

April 8, 1920

On Overtime

The Labor Managers asked for an interpretation of the section of the agreement which reads "Overtime: For work done in excess of the regular hours per day, overtime shall be paid to piece workers of fifty per cent. in addition to their piece work rates; to the week workers at the rate of time and a half." The question at issue is whether the words "Regular hours per day" shall be interpreted to mean "Eight hours per day" or "the hours at which regular work for the day closes." i. e. under the present working arrangement work after 4:30 P. M. On the one hand, it is claimed by the firms that the natural interpretation should follow from Section A. of the article in question, which reads: "Hours ~~xxxx~~ of work shall be forty-four per week, to be worked eight hours on week days." The Union argues, on the other hand, that for years the practise at Hart Shaffner and Marx has been that all work after the regular closing hour shall be regarded as overtime, and that when making the agreement with the other Chicago firms last summer, it was assumed of course that the same meaning would be attached to the words in question.

This case presents another instance of an alternative between strict construction on the one hand and usage on the other. Strict construction favors the interpretation proposed by the firms, because the words "in excess of the regular hours per day" do not naturally mean "in excess of 4:30 O'clock." On the other hand, it is obvious that the Union in making its agreement would have in mind the usage to which they had been accustomed.

The Chairman brought this question before a conference of the impartial chairmen in New York City March 20. It was the consensus of opinion among those present that it was desirable to have a regular closing hour and that work after this closing hour should be regarded as overtime work, and that tardiness should be regarded as a matter for discipline rather than as an optional matter for the worker which could be made up by remaining overtime at his regular rate. This ruling is not intended to prejudice at all the matter of requiring work after regular hours at regular (not overtime) pay as a matter of discipline.

JAMES H. TUFTS

Chairman

MEN'S CLOTHING INDUSTRY, CHICAGO MARKET

Board of Arbitration

April 20, 1920

Petition for Reconsideration of the supplementary decision of March 2, adding two dollars \$(2.00) to the wages of certain cutters, and thereby making the minimum forty-five dollars (\$45.00)

The petition is presented by the Committee of Labor Managers and requests a reconsideration by the full Board of certain points. The full petition is annexed. Ordinarily, any request from either party to the Agreement that a decision made by the chairman sitting alone should be reconsidered by the full Board would as a matter of course be granted. In this case, however, the committee of Labor Managers is under a misapprehension as to the nature of the supplementary decision in question. The question of an increase in the rate for cutters was before the Board at its full sessions in December at the time when all matters passed upon in the decision of December 22 were presented. The particular question of an increase in the wages for cutters was discussed before the Board in its executive sessions. The chairman, as stated in that award, was obliged to take the responsibility for the decision reached. He ~~xxxxxx~~ announced to the Board that when the commissions authorized in the award should make their report upon standards, a further increase of two dollars in addition to the six dollars announced to take effect December 15, would be granted. The intention of the chairman was stated to the commissions which were formed to set standards, and the chairman finds, by inquiry, that the chairman of these commissions fully understood the intention of the chairman of the Board. If, therefore, as stated in the petition, the employers "understood that there were to be no further net increases," the chairman does not consider himself responsible for this.

The petition alleges directly or by implication,

- (1) that the increased wage is granted "without requiring any standard of output".
- (2) that the employers understood that if changes were made "they would only be made as compensation for increased standards of production (enforced and not merely promised)."
- (3) that the Board, by its decision on apprentices, has practically established closed shops.
- (4) that the Board "by its decisions fixing high minimums is destroying the relation between production and pay."
- (5) That the effect of the decision is that, "a cutter must get forty-five dollars whether he produces anything or not."

With reference to these allegations, it is to be said

- (1) the supplementary decision distinctly coordinates the increases in wages with certain standards of output set by the Commissions. Standards for certain houses had been filed with the Board at the time of its decision. It was the expectation of the Commission that standards for the leading

Board of Arbitration

April 20, 1930

Petition for Reconsideration of the decision of the Board of Arbitration, dated March 11, 1930, in the case of the Chicago Clothing Industry, Inc. vs. the Chicago Clothing Industry, Inc. (No. 100)

The petition is presented by the Committee of Labor Representatives and requests a reconsideration by the full Board of Arbitration. The full Board is requested to reconsider the decision of the Board of Arbitration, dated March 11, 1930, in the case of the Chicago Clothing Industry, Inc. vs. the Chicago Clothing Industry, Inc. (No. 100). The Committee of Labor Representatives is of the opinion that the decision of the Board of Arbitration, dated March 11, 1930, is not in accordance with the provisions of the National Labor Relations Act, as amended, and the Chicago Clothing Industry, Inc. is of the opinion that the decision of the Board of Arbitration, dated March 11, 1930, is not in accordance with the provisions of the National Labor Relations Act, as amended. The Committee of Labor Representatives is of the opinion that the decision of the Board of Arbitration, dated March 11, 1930, is not in accordance with the provisions of the National Labor Relations Act, as amended, and the Chicago Clothing Industry, Inc. is of the opinion that the decision of the Board of Arbitration, dated March 11, 1930, is not in accordance with the provisions of the National Labor Relations Act, as amended. The Committee of Labor Representatives is of the opinion that the decision of the Board of Arbitration, dated March 11, 1930, is not in accordance with the provisions of the National Labor Relations Act, as amended, and the Chicago Clothing Industry, Inc. is of the opinion that the decision of the Board of Arbitration, dated March 11, 1930, is not in accordance with the provisions of the National Labor Relations Act, as amended.

The petition alleges that by its petition,

- (1) that the National Labor Relations Act, as amended, is being violated by the Chicago Clothing Industry, Inc. in its refusal to recognize the Chicago Clothing Industry, Inc. as the exclusive bargaining agent for its employees;
- (2) that the Chicago Clothing Industry, Inc. is refusing to bargain collectively with the Chicago Clothing Industry, Inc. in the negotiation of its labor contracts;
- (3) that the Chicago Clothing Industry, Inc. is refusing to provide for the representation of its employees by the Chicago Clothing Industry, Inc. in the negotiation of its labor contracts;
- (4) that the Chicago Clothing Industry, Inc. is refusing to provide for the representation of its employees by the Chicago Clothing Industry, Inc. in the negotiation of its labor contracts;
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With reference to these allegations, it is to be

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- (2) The Chicago Clothing Industry, Inc. is refusing to bargain collectively with the Chicago Clothing Industry, Inc. in the negotiation of its labor contracts;
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April 20, 1920

houses would be set within two weeks. It is the understanding of the Board that standards of this character are to be filed with the Board as a definite record.

- (2) the Board never made any statement as to increased standards of production. It did provide for setting standards. As regards enforcement, the Board has understood that by their own preference under the agreements, the firms retain "the full power of discipline." It does not understand it to be the function of the Board of Arbitration to take the initiative. It further suggested in the decision a method of procedure which has not so far as now appears, been ~~thoroughly~~ thoroughly tried.
- (3) the decision of the Board on apprentices was in the nature of establishing a *modus vivendi* until the parties to the agreement should settle the matter by negotiation. The Committee provided for in the agreement of last July did not meet; both sides requested the Board to take some action in the interest of peace. The Board therefore made a ruling for a temporary adjustment. Following in a general way the precedent set by the former chairman, and by the present chairman in decisions under the Hart Shaffner and Marx Agreement. The Board believes that this is a question which might well be settled by negotiation, and for this reason made its decision in the nature of a temporary decision. It does not therefore in any accurate sense of ~~the~~ the term "establish" anything.
- (4) the Board did not initiate the plan of "fixing high minimums". the minimum of \$37. was fixed by agreement. The increase granted by the Board was in the nature of an adjustment to the increased cost of living and to the rates in other markets, but it did not initiate the policy. If anyone is to be indicted for this, it can hardly be the Board.
- (5) if the effect of the decision is as stated, then the effect of the Agreement of last July was also that a cutter must get thirty-seven dollars whether he produces anything or not. The Board had not been aware that this was the effect of that Agreement. Some of the Agreements signed in July contained a distinct provision that production should be maintained. This has not been abrogated by the recent decision of the Board. On the contrary, the recent decision provides for standards which will henceforth make it possible to know whether such provisions are actually being carried out.

The final paragraph of the petition calls attention to a suggestion in point 4 of the decision. This suggestion was made on the basis of advice from the chairman of the Trade Board that in introducing the new standards, a certain method of procedure would be wise. The general bearing of the recommendation was that the foreman should use as much tact as possible in introducing new standards and securing their enforcement.

In view of the two facts, first that the decision was not, as the petition implies, a raising "wages piece-meal at any time without the sanction and formality of the full Board meeting" but

... would be set within two weeks. It is the intention
 in the Board that the character of the character and to be
 filed with the Board as a definite record.

(2) The Board never made any statement as to the amount of
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 information, the Board has understood that by their own
 provisions under the agreement, the Board retains "the full
 power of disposition." It does not understand it to be the
 intention of the Board of Arbitration to take the initiative.
 It further suggested in the decision a method of procedure
 which has not so far as now appears, been taken seriously
 tried.

(3) The decision of the Board on arbitration was in the nature of
 establishing a method whereby the parties to the
 agreement should settle the matter by negotiation. The
 Committee provided for in the agreement of last July did not
 meet. Both sides requested the Board to take some action in
 the interest of peace. The Board therefore made a ruling
 for a temporary adjustment. Following in a general way the
 provisions set by the former chairman, and by the present
 chairman in decision under the last chairman and now
 agreement. The Board believes that this is a question
 which might well be settled by negotiation, and for this
 reason made the decision in the nature of a temporary
 decision. It does not therefore in any manner come of
 anything "final" or "binding".

(4) The Board did not indicate the plan of "fixing high minimums".
 The minimum of 100% was fixed by agreement. The minimum
 granted by the Board was in the nature of an adjustment to
 the increased cost of living and to the rates in other
 sectors. But it did not indicate the policy. It appears
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 provides for standards which are significantly lower than
 to have standard and relations are actually being carried
 out.

The final paragraph of the decision calls attention to
 a suggestion in point 4 of the decision. This suggestion was
 made on the basis of a letter from the chairman of the Board dated
 in the introduction of the new standard, a certain amount of
 procedure would be used. The general nature of the recommendation
 was that the Board should use as much time as possible in the
 during the standard and meeting their agreement.

In view of the fact that the Board was
 not, as the petition implies, a "binding" agency, and that
 that about the decision and the fact of the last Board meeting, but

April 20, 1920

on the other hand was a particular detail of a matter fully discussed at a full Board meeting; and second, that as yet no adequate trial has been made of the procedure recommended in the decision, the Board does not believe it to be opportune at this time to refer to the full Board the various points raised in the petition.

JAMES H. TUFTS, CHAIRMAN

April 30, 1930

On the other hand was a particular detail of a matter fully discussed at a full Board meeting; and second, that as yet no adequate trial has been made of the procedure recommended in the decision, the Board does not believe it to be opportune at this time to refer to the full Board the various points raised in the petition.

JAMES E. TUTT, CHAIRMAN

BOARD OF ARBITRATION

PETITION for RECONSIDERATION IN CASE 1D (March 2, 1920)

Supplementary to the General Award.

"The Board ~~xxxxxxx~~ 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 manouvering?

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 would be no net increase in cost. Because there is no increase in production provided for in the decision but an unconditional raise of ~~xxxx~~ 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

PETITION FOR RECONSIDERATION IN CASE NO. 1230 (March 2, 1930)

Supplementary to the General Award.

"The Board xxxxxxxx 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 outers 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 outers 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 houses 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 receiving any standard of

output or any increase of work in return for the additional wages?

Does it not demoralize the outers by giving them more money,

not because of honest work, but because of union maneuvering?

The employers understand that there were to be no

further rate increases under the award of December 1919, but, if

changes were made under the final paragraph, they would only be

mado 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 xxxx 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

piecemeal 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 1D) 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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full board meeting. An increase from \$37.00 to \$45.00 as a
minimum hiring rate for cutters, irrespective of efficiency and
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by the decision on apprentices) leaves the employees helpless.
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limiting that minimum is destroying the relation between
production and pay. If a cutter must get \$45.00 whether he
produces nothing or not (and this seems to be the effect of
your decision 1D) there is no protection to the employer against
the restriction policy of the cutters. The employer 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
locking cutters may not be recommended or stirred up by the
management? 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

Chicago, April 25, 1920.

Professor James H. Tufts,

Chicago, Illinois.

My dear Professor Tufts:-

Relating to the meeting of the
Board of Arbitration this morning.

At your suggestion I will withdraw the appeal in cases #966 and 967 on the ground that the question had better be raised by petition. I will prepare the petitions for the board later.

The matter of promoting trimmers to the cutting room will be continued and decided at the general Market meeting tomorrow. The discussion of my petition for rehearing on the question of back pay for apprentice cutters brought out the fact that the decision merely confirms a ruling made several months ago verbally which was overlooked by the company on account of having been omitted from the written decisions at that time. Inasmuch as you have ruled that we have no ground for reconsideration because of the fact it seems that nothing would be gained by requesting a full board. Therefore the company will commend its petition and ask for a supplementary decision covering the principles raised in my brief without further formality of a full board.

Concerning the mixed fabrics case I have instructed our officers of the cutting room to place before the Cutters Commission without delay the tickets which show an excessive amount of time consumed in the cutting. This procedure will conform to the suggestions of the Board.

We understand that the board will hand down *at once* written decisions giving us permission to employ certain clients of the Vocational Board as apprentice cutters.

I have not seen a decision on our petition of Feb. 27th asking the board to give a formal ruling transferring the temporary cutters to the permanent force, in conformity of decision of Feb. 6th on the subject. At the present time, the union insists there should be no distinction but we are not safe acting on that assumption until we have a written ruling.

Yours very truly,

MK/EDH

Ed Howard

Chicago, April 25, 1930.

Professor James H. Tufts,

Chicago, Illinois.

My dear Professor Tufts:-

Board of Arbitration this morning. Relating to the meeting of the

At your suggestion I will withdraw the appeal in cases #988 and 987 on the ground that the question had better be raised by petition. I will prepare the petitions for the board later.

The matter of promoting trimmers to the cutting room will be continued and decided at the General Market meeting tomorrow. The discussion of my petition for re-hearing on the question of back pay for apprentice cutters brought out the fact that the decision merely confirms a ruling made several months ago verbally which was over-looked by the company on account of having been omitted from the written decision at that time. Inasmuch as you have ruled that we have no ground for reconsideration because of the fact it seems that nothing would be gained by requesting a full board. Therefore the company will amend its petition and ask for a supplement any decision covering the principles raised in my brief without further formality of a full board.

Concerning the mixed fabrics case I have instructed our officers of the cutting room to place before the Cutters Commission without delay the tickets which show an excessive amount of time consumed in the cutting. This procedure will conform to the suggestions of the Board.

We understand that the board will hand down written decisions giving us permission to employ certain clients of the Vocational Board as apprentice cutters.

I have not seen a decision on our petition of Feb. 27th asking the board to give a formal ruling trans-fering the temporary cutters to the permanent force in conformity of decision of Feb. 26th on the subject. At the present time, the union insists there should be no distinction but we are not safe acting on that assumption until we have a written ruling.

Yours very truly,

MR. HORN

I April 26, 1920

HART SCHAFFNER AND MARK LABOR AGREEMENT
NOTICE OF MEETING OF BOARD OF ARBITRATION

The Board of Arbitration, as previously announced orally, will be in session on Monday, April 26, beginning at ten o'clock, to hear the various cases on the docket.

1. Continuance of hearing on the matter of apprentices in the cutting room.
2. Appeal on cases 966 and 967 from the Trade Board
3. Petition for rehearing on the back pay for apprentices in cutting room.
4. Report as to the working of the ruling of the Board on certain Rush boys, etc. as to membership in the Union.
5. Report as to the conditions under the ruling of the Board setting apart a certain fund for the gain in cutting due to piling of mixed fabrics.
6. Request of firm for appointment of certain former soldiers to be apprentices in order to facilitate their training under government plan.
7. Any further unfinished business.

JAMES H. TUFTS.

HART SCHAFER AND MARK LABOR AGREEMENT
NOTICE OF MEETING OF BOARD OF ARBITRATION

The Board of Arbitration, as previously announced orally, will be in session on Monday, April 28, beginning at ten o'clock, to hear the various cases on the docket.

1. Continuance of hearing on the matter of apprentices in the cutting room.
2. Appeal on cases 938 and 937 from the Trade Board.
3. Petition for rehearing on the back pay for apprentices in cutting room.
4. Report as to the working of the ruling of the Board on certain Bush boys, etc. as to membership in the Union.
5. Report as to the conditions under training of the Board setting apart a certain fund for the gain in cutting due to filling of mixed fabrics.
6. Request of firm for appointment of certain former soldiers to be apprentices in order to facilitate their training under government plan.
7. Any further unfinished business.

JAMES H. TUTT

100-1000
April 27, 1920.

PETITION TO BOARD OF ARBITRATION.

The company petitions the board for a ruling as to its right to discharge persons for a certain period after they have been hired.

The board of arbitration has always maintained that the company had a right to discharge recently employed persons, but the limit of this period was never formally determined. The company contends that four weeks is none too long considering the difficulties of administration. The union contends for a two week period.

Quite recently the trade board has curtailed the right of the company by refusing to give it the benefit of any period whatever in case of a man who had been employed before, regardless of the record of this man or the dissatisfaction with their performance.

It frequently happens that persons who are dissatisfactory and undesirable quit in order not to be suspended and discharged. By the ruling of the trade board the company would be forced to employ and pay these people no matter how undesirable they were, merely because they had been employed before.

The company contends that the selection of employees is as much a responsibility as a right and that it is necessary for them to have the right to select by an arrangement asked for in order that they may answer the responsibility. The day is long passed when there is any danger of discrimination against anybody because of union affiliation.

*assume
with
private
list from*

In the brief of appeal cases numbers 966 and 967 the company showed at least how our decision of the preference clause written by Mr. Williams was not intended, and in fact, was safeguarded against giving the union a right to force particular persons upon the company. The arrangement for giving the company a limited time in which to make selection could have been designed for no other purpose. The Union has never complied with this part of the decision and the company therefore contends that the whole matter of preference should be reconsidered by the board. This is especially necessary since the market conditions have so entirely changed. The decision was rendered to meet the conditions wherein practically all other employees in the city were refusing to deal with the union.

The other questions raised in the brief mentioned will be made the subject of special petition or appeal at a later date.

E. D. HOWARD.

April 27, 1932.

PETITION TO BOARD OF ARBITRATION.

The company petitions the board for a ruling as to its right to discharge persons for a certain period after they have been hired.

The board of arbitration has always maintained that the company had a right to discharge recently employed persons, but the limit of this period was never formally determined. The company contends that four weeks is none too long considering the difficulties of adjustment. The union contends for a two week period.

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It frequently happens that persons who are dissatisfied and undesirable quit in order not to be suspended and discharged. By the ruling of the trade board the company would be forced to employ and pay these people no matter how undesirable they were, merely because they had been employed before.

The company contends that the selection of employees is as much a responsibility as a right and that it is necessary for them to have the right to select by an arrangement asked for in order that they may answer the responsibility. The day is long passed when there is any danger of discrimination against anybody because of union affiliation.

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The other questions raised in the brief mentioned will be made the subject of special petition or appeal at a later date.

E. D. HOWARD.

Tufts
BOARD OF ARBITRATION

April 28, 1920.

Hart Schaffner & Marx, Labor agreement.

The company on behalf of the Federal Vocational Education Board asks for the appointment of three men to be apprentice cutters. These men are former soldiers who are under government care because of injuries received in service.

In accordance with the provision made in the decision of last summer authorizing sixty apprentices in which the board reserved the right to appoint additional apprentices of this sort, the board hereby authorizes the appointment to be apprentice cutters of Stephen Wencek, Herman Miovserna, Julius Wroble.

JAMES H. TUFTS.

BOARD OF APPOINTMENT / April 26, 1920.

Very Respectfully,
J. H. [Name]

The company on behalf of the Federal Vocational
Education Board asks for the appointment of three
men to be appointed outside. These men are former
officers and are under government care because of
injuries received in service.

In accordance with the provision made in the
decision of last summer authorizing study appointments
in which the board reserved the right to appoint
additional appointments of this sort, the board hereby
authorizes the appointment to be appointed outside
of Stephen W. Wood, Norman K. [Name], and [Name].

JAMES H. TUTT.

HART SCHAFFNER AND MARX LABOR AGREEMENT

BOARD OF ARBITRATION

May 15, 1920

Jurisdiction of the Board over wages: supplementary to the decision of March 3, on wage for apprentice cutters.

In a decision of March 3, this Board announced that in accordance with a verbal decision given at a hearing in September, 1920, the rate for apprentice cutters would be revised to conform to the general conditions of the market as interpreted in an Agreement by a general committee or otherwise. The Committee appointed for that purpose in the general market did not agree, and the Board of Arbitration for the Chicago market in its decision of February 20, 1920, fixed the beginning wage at sixteen dollars. The Board of Arbitration for the Hart Schaffner and Marx Agreement in its decision of March 3, 1920, adopted this same standard for the beginning wage, and in accord with its announcement at the September hearing decided that this should be effective from October 1, 1919, for all apprentices appointed after July 9, 1919.

On March 8, the Labor Manager for Hart Schaffner and Marx asked for reconsideration, chiefly on the ground that the decision of March 3 seemed to imply that decisions given in the Board for ~~the~~ the Chicago market were by that very fact binding upon the Hart Schaffner and Marx Agreement. The Labor Manager further claimed that the matter of wage scales has been understood not to be within the jurisdiction of the Board of Arbitration except in so far as the emergency ~~xxxx~~ clause of the Agreement provides "for eight years the chairman of the Board of Arbitration never fixed any minimum scale of wages for apprentices, or otherwise, although the company regarded apprentices under his jurisdiction. We all understood that he regarded the matter of wage standards as matters to be settled by negotiations when no agreements were made, and not to be fixed arbitrarily by a Board."

At a hearing on April 26, the chairman of the Board pointed out that there was no conflict between the position of the company and that of the decision of the Board so far as the first point is concerned. The Board for the Hart Schaffner and Marx Agreement is a distinct body holding its sessions as hitherto. It does not assume that decisions given in the Board of Arbitration for the Chicago Federation are binding for Hart Schaffner and Marx Agreement unless, as in the case of such a hearing as that of December 13 last, which concerns matters of interest to the whole market, the firm of Hart Schaffner and Marx is represented and thereby economizes time required for separate hearings. Of course as the present chairman acts in both Boards, he will take cognizance in one Board of

May 15, 1930

matters decided in the other Board which bear upon the point at issue. The purpose of having the same chairman sit in both Boards is manifestly to promote uniformity in so far as the same conditions obtain. But on the other hand, it is the understanding of the Board as of the company, that in case Hart Schaffner and Marx is not represented in the hearings of the other Board, or in case it believes that there are special conditions which should be considered at a separate hearing, such a separate hearing and decision will be ~~xxxxxxxxxxxxxx~~ given as a matter of right.

and In the particular case in question, the hearing took place in September, 1919, before the other Board had been constituted, ^{an} oral decision was given at that time. The fact that this was not placed in writing was no doubt the occasion for misapprehension. It is understood therefore that the decision of this concrete case was not a matter of extending a decision from the other Board to apply automatically to Hart Schaffner and Marx, but rather was the result of a procedure initiated before the Hart Schaffner and Marx Board had postponed for the sake of obtaining better information as to general market rates.

As to the second point, viz. whether wage scales are to be determined by the Board or by negotiation, the Board understands that in general matters of wages are determined ~~xxx~~ by negotiation except as provided in the Agreement under the emergency clause. The Board is unwilling to say unqualifiedly that there can be no exceptions to this, for it understands that the functions of this Board as stated on page 3 of the 1916 printed Agreement, are broad and are not intended to be limited in such a way as to prevent it from dealing with any situation that may arise. But it would understand that in a matter of wages as in certain other matters of what might be called matters affecting the balance of power between the parties to the Agreement, it should proceed with great caution and chiefly in the form of investigation, and mediation. It is a question whether there should not be under the Agreement some provision for a regular negotiation between the parties upon new matters which may have not been covered in the Agreement. This would perhaps relieve the Board of a strain which it ought not to be compelled to assume oftener than is absolutely necessary.

In the concrete case the Board assumed that it was acting under the emergency clause, as there had certainly been a decided general change in wages in the industry. Further, it seemed that the apprentices were in a certain special sense under the jurisdiction of the Board.

JAMES H. TUFTS, Chairman

May 22, 1920.

TO THE BOARD OF ARBITRATION:

Pursuant to the instructions of the Board of Arbitration, the Cutters Commission reports as follows regarding the cutting of pile ups of mixed fabrics.

The first mixed lay was cut Feb 23 and the statistics cover the cutting from that date up to and including Apr. 28th.

Between those dates 509 jobs of mixed fabrics have been cut by 119 cutters.

The efficiency records of this cutting show as follows:

1.

% of efficiency based on the difference between total time allowed to cut tickets separately and total time taken to cut the tickets combined
On dates as indicated below:

(2)
% of efficiency based on the difference between time allowed to cut tickets combined and time taken to cut tickets combined.
On dates as indicated below:

3/4/16-17	84	72
3/18- 19-20	80	69
3/22- 23-24	79	68
3/25- 26-27	82	72
3/29- 30-31	81	69
4/1- 2-3	83	70
4/7	74	73
4/8 9-10-13	83	71
4/26 27-28	89	74

May 22, 1920.

TO THE BOARD OF ARBITRATION:

Pursuant to the instructions of the Board of Arbitration, the Outters Commission reports as follows regarding the cutting of pile ups of mixed fabrics.

The first mixed lay was cut Feb 23 and the statistics cover the cutting from that date up to and including Apr. 28th.

Between those dates 209 jobs of mixed fabrics have been cut by 119 outters.

The efficiency records of this cutting show as follows:

I.		2.	
Efficiency based on the difference between time allowed to cut tickets combined and time taken to cut tickets combined.		Efficiency based on the difference between total time allowed to cut tickets separately and total time taken to cut tickets combined.	
On dates as indicated below:		On dates as indicated below:	
73	84	3/4-18-17	84
69	80	3/18-19-20	80
68	79	3/22-23-24	79
72	82	3/25-26-27	82
69	81	3/29-30-31	81
70	83	4/1-2-3	83
73	74	4/7	74
71	83	4/8 9-10-12	83
74	89	4/28 29-30	89

To Board of Arbitration
Page 2

3

Summary up to date

% of efficiency based on
the difference between
time allowed to cut tickets
separately and
total time taken to cut
tickets combined

83
82
82
82
80
81
82
82
82

4

Summary up to date

% of efficiency based on
the difference between
time allowed to cut tickets
combined and -
time taken to cut tickets
combined

71
69
69
70
69
69
70
70
n70

The union claims that in one point-the allowance for separating the mixed fabrics - the time allowed by the company is not sufficient. The company allows 10 minutes a cut while the union claims the allowance some years ago was 40 minutes.

The union also calls attention to the fact that these tickets are subject to the same contingencies as other tickets - pattern troubles, tight averages, damages, etc., and that these do not appear in the records.

The union also points out that the tickets come in such small number that cutters cannot become habituated to use of mixed fabrics, as they have to be especially watchful to make proper separations.

2

Summary up to date

% of efficiency based on
the difference between
time allowed to cut tickets
separately and
total time taken to cut
tickets combined

82
82
82
82
80
81
82
82
82
82

VI
69
69
70
69
69
70
70
70
70

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The union also calls attention to the fact that these
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and that these do not appear in the records.

The union also points out that the tickets come in
such small number that cutters cannot become habituated
to use of mixed fabrics, as they have to be especially
watchful to make proper separations.

4

Summary up to date

% of efficiency based on
the difference between
time allowed to cut tickets
combined and -
time taken to cut tickets
combined

To Board of Arbitration
Page 3.

The union further points out that certain cuts of pile ups, especially those of 3 highs, afford very small gain of time even on the company's allowances.

The records show that there has been some gain in time recently as the percentage of output has risen from 84 to 89% (See table #1).

than
It would seem that the main contention of the company - that the cutting of pile ups of mixed fabrics - ought to be done in less time if cut as regular separate tickets - can be maintained without contradiction and constitutes a serious criticism on the efforts of cutters. As noted above, there has been some improvement, but the gain is not yet sufficient to offset the criticism of the company.

James Mullenbach.

JM

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The records show that there has been some gain in time recently as the percentage of output has risen from 84 to 89% (See table #1).

It would seem that the main contention of the company - that the cutting of pile ups of mixed fabrics - ought to be done in less time if cut as regular separate tickets - can be maintained without contradiction and constitutes a serious criticism on the efforts of cutters. As noted above, there has been some improvement, but the gain is not yet sufficient to offset the criticism of the company.

James Mullenbach.

AM

Market Committee
S. E. LEEMAN, Chairman
W. M. CAHN
GEORGE KUH
A. W. STERN
MILTON A. STRAUSS

CHICAGO
INDUSTRIAL FEDERATION
OF CLOTHING MANUFACTURERS

1300 MEDINAH BUILDING

PHONE HARRISON 9754

Chicago, Ill.

May 25, 1920.

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

My dear Prof. Tufts:

I enclose herewith a petition filed by Mr. Isowitz. The nature of the case is not made clear by the petition but is essentially this: Ed. V. Price & Co. has been operating a school for learners, the sixteen people concerned being given a dollar or so to cover carfare and lunches but not paid any wage as such. The Union contends that these learners should have been paid the minimum wage of \$15 under one of your decisions. Now that the school has been closed the claim presented is for payment of the difference between the small sum allowed to cover expenses and the minimum wage.

The case involves an interpretation of your award. Do you not want to take original jurisdiction in the case? If so, will you not name a date for a hearing? If you prefer that I should hear the case myself, of course you will say so frankly.

I am writing a decision with reference to the payment of machinists for holidays, the decision being to the effect that the parties in interest are advised to hold a conference with you in an effort to arrive at an agreement with reference to the issue involved. Perhaps the two cases can be disposed of the same afternoon.

Very truly yours,

Hannibal

CHICAGO
INDUSTRIAL FEDERATION
OF CLOTHING MANUFACTURERS

1300 MEDINAH BUILDING

Chicago, Ill.

May 25, 1930.

PHONE HARRISON 9324

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

My dear Prof. Tufts:

I enclose herewith a petition filed by Mr. Isowitz. The nature of the case is not made clear by the petition but is essentially this: Ed. V. Price & Co. has been operating a school for learners; the sixteen people concerned being given a dollar or so to cover carfare and lunches but not paid any wages as such. The Union contends that these learners should have been paid the minimum wage of \$15 under one of your decisions. Now that the school has been closed the claim presented is for payment of the difference between the small sum allowed to cover expenses and the minimum wage.

The case involves an interpretation of your award. Do you not want to take original jurisdiction in the case? If so, will you not name a date for a hearing? If you prefer that I should hear the case myself, of course you will say so frankly.

I am writing a decision with reference to the payment of machineists for holidays, the decision being to the effect that the parties in interest are advised to hold a conference with you in an effort to arrive at an agreement with reference to the issues involved. Perhaps the two cases can be disposed of the same afternoon.

Very truly yours,

W. H. Harrison

Milton A. Strauss
A. V. Stern
George L. H.
W. M. Cahn
S. E. Leeman, Chairman
Morton Committee

May 22, 1920.

PETITION TO THE TRADE BOARD.

The people of Ed. V. Price & Co. complain that the minimum rate granted by the Board of Arbitration has not been put into effect.

We request that the Trade Board enforce the decision, and award back pay for the time since the rate was granted, and the people were receiving less than the minimum.

Hyman Isovitz

May 21, 1900

OFFICE OF THE SECRETARY

The Secretary of the Interior,
Washington, D. C.
Dear Sir:

I have the honor to acknowledge the receipt of your letter of the 17th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

Very respectfully,
John D. Smith

1971-1972
JUNE 3, 1920.

SUPPLEMENTARY PETITION TO BOARD OF ARBITRATION.

Re: Cutters stoppage on May 29th.

The facts show clearly that the stoppage was a demonstration against the ruling of the Board requiring standards of production before the minimum wages be raised from \$43 to \$45. This is the second time within a year that the cutters have shown a contempt for the board by attempting to influence its decisions by direct action. This practice was temporized with on the first occasion and the cutters actually given concessions as the result of the strike. The company earnestly petitions the board to stop this practice of stoppages just beginning to creep in after years of freedom from these violations of the agreement.

The company suggests that those cutters who participated in the stoppages be declared to have forfeited all claim to any benefit of the decision against which they rebelled and held in contempt. Those who do not accept the duties of the agreement should not participate in the benefits.

E. D. HOWARD.

JUNE 2, 1933.

MEMORANDUM SUBMITTED TO BOARD OF DIRECTORS

Re: Officers' Expenses on May 1933.

The facts show clearly that the company was a corporation against the ruling of the Board of Directors. During the month of production before the Board, wages were raised from \$45 to \$55. This is the second time within a year that the Board have shown a contempt for the Board by attempting to influence its decisions by direct action. This practice was continued with on the first occasion and the officers actually given commissions as the result of the strike. The company consequently petitioned the Board to stop this practice of stopping just beginning to work in after years of freedom from these violations of the agreement.

The company requests that those officers who participated in the company be declared to have forfeited all claim to any benefit of the decision against which they rebelled and held in contempt. Those who do not accept the terms of the agreement should not participate in the benefits.

H. B. HOWARD.

June 4, 1920.

Unfinished business before the Board of Arbitration.

The following cases have been presented to the Board of Arbitration, but as yet no decisions have been written. The delay in these cases has been very embarrassing to the deputies who find it very difficult to explain to their respective clients why decision should not be rendered. The deputies have agreed, therefore, to earnestly petition your Board to give some attention to this matter:

✓ Case #1. Petition by the company for permitting lining cutters to be promoted to the cutting room. Filed April 7. Hearing on April 26th.

Case #2. Appeal by the company from ruling of the Trade Board in cases #966 and #967. Filed April 8th. Supplemented by petition on April 27. Hearing on April 28. No decision.

✓ Case #3. Petition by the company for relief in the matter of cutting mixed fabrics. Filed April 6. Hearing April 26th. No decision.

✓ Case #4. Appeal by the company from decision of Trade Board in Case #916, dated June 30th. Hearing by the Board Feb. 10. No decision.

✓ Case #5. Petition by the company, dated Feb. 27th, asking for transfer from temporary force of cutters to the permanent list in order that any possible confusion and misunderstanding may be prevented. This petition has close relation to the apprentice question. No hearing or other attention has been given this petition as yet.

Case #6. Petition by the company, May 29th for discipline because of cutters' stoppage. Hearing June 3rd. Supplementary petition suggesting specific method of relief filed June 3rd.

E. D. HOWARD.

June 4, 1930.

Unfinished business before the Board of Arbitration.

The following cases have been presented to the Board of Arbitration, but as yet no decisions have been written. The delay in these cases has been very embarrassing to the parties who find it very difficult to explain to their respective clients why decisions should not be rendered. The decisions have been agreed, therefore, to earnestly petition your Board to give some attention to this matter.

Case 41. Petition by the company for permitting lining outstare to be presented to the outstare room. Filed April 7. Hearing on April 28th. ✓

Case 42. Appeal by the company from ruling of the Trade Board in cases 4086 and 4087. Filed April 28th. Supplemented by petition on April 27. Hearing on April 28. No decision.

Case 43. Petition by the company for relief in the matter of outstare mixed fabrics. Filed April 8. Hearing April 28th. No decision. ✓

Case 44. Appeal by the company from decision of Trade Board in Case 4118, dated June 20th. Hearing by the Board Feb. 10. No decision. ✓

Case 45. Petition by the company, dated Feb. 27th, asking for transfer from temporary force of outstare to the permanent list in order that any possible confusion and misunderstanding may be prevented. This petition has close relation to the apprentice question. No hearing or other attention has been given this petition as yet. ✓

Case 46. Petition by the company, May 28th for discontinue business of outstare, stoppage. Hearing June 2nd. Supplementary petition suggesting specific method of relief filed June 3rd.

E. D. HOWARD.

Amalgamated Clothing Workers of America

No.

COMPLAINT OR SUGGESTION

Date June 7, 1920

To

Received by S. Geier

Complainant Department Shop

Nature of Complaint or Suggestion

To, Board of Arbitration -

The company failed to comply with decision rendered by "Board of Arbitration" March 3, 1920 as regards to the wages of apprentices appointed in H. S. & M. after July 9, 1919.

The union therefore asks that all apprentices concerned be paid in full all back pay due them to date.

~~Monday~~, Wed 20

Referred to Date Investigated by Date

Disposition

..... Date

Amalgamated Clothing Workers of America

COMPLAINT OR SUGGESTION

No.

To

Received by

Complainant

Department

Shop

Nature of Complaint or Suggestion

is a complaint of discrimination -

the company failed to

pay the same wages to the negroes of experience
as to the whites. After five years
of experience in the same position the negroes
are paid less than the whites. Therefore make the
company pay the same wages to the negroes as to the
whites.

~~Thomas~~ W. H. 10

Referred to

Date

Investigated by

Date

Disposition

Date

HART SCHAFFNER AND MARX LABOR AGREEMENT
BOARD OF ARBITRATION

June 8, 1920

Restriction of Output by Cutters following decision
on piling mixed fabrics.

On February 21 the full Board of Arbitration rendered a decision supplementary to the decision of February 16, which had authorized as an emergency device the laying up of different fabrics in the cutting room. In the decision of February 21 the Board made clear the emergency character of the previous decision, defined its limits, and in order to remove any possible justification for a complaint ~~and that~~ that the ruling would give profits to the firm and thus possibly affect the bargaining power of the union, it was ordered that any saving per unit effected by the increased production should be set apart as special fund.

In accordance with the instruction of the Board, the company has made reports upon the working of this procedure. It appeared from these reports that instead of saving time the cutters had taken more time to cut their tickets by the combined method than it would have taken to cut the same tickets separately. When this report was brought to the attention of the union officials, they stated that they had done what they could to secure greater efficiency. The Board requested the cutters' **commission** to investigate the report of the company in order to have an impartial record of the facts. Under date of May 22, the cutters' commission reports for the period from February 23 to April 28 showing five hundred and nine jobs of mixed fabrics cut by one hundred nineteen cutters. A copy of this report is filed herewith. After making all allowance for certain contingencies, the final summary of the commission is:

"It would seem that the main contention of the company-- that the cutting of pile ups of mixed fabrics-- ~~ought~~ to be done in less time than if cut as regular separate tickets-- can be maintained without contradiction and constitutes a serious criticism on the efforts of cutters. As noted above, there has been some improvement, but the gain is not yet sufficient to offset the criticism of the company." *on file*

In view of this report, and of the declaration of the union officials that they have done their best to have the decision carried out, the Board is constrained to place on record its judgment as to the attitude of the cutters concerned. It is informed that some of the cutters are not in favor of the policy which they have adopted only under pressure from the group and perhaps a fear for their safety in case they should refuse to carry out the concerted plan of action. If this is the case, such persons will understand that the following comments apply to them only in so far as they agree with the general attitude. The Board understands that it would very likely be dangerous, and in any case extremely difficult for a few to set themselves against what is apparently a general, deliberate, concerted plan of restriction of output.

1. The event has shown that the company was right

HART BOARD OF ARBITRATION
LABOR AGREEMENT

June 8, 1930

Restoration of Output by Cutters following decision
on piling mixed fabrics.

On February 21 the full Board of Arbitration rendered a decision supplementary to the decision of February 18, which had authorized an emergency device the laying up of different fabrics in the cutting room. In the decision of February 21 the Board made clear the emergency character of the previous decision, defined its limits, and in order to remove any possible justification for a complaint that the ruling would give profits to the firm and thus possibly affect the bargaining power of the union, it was ordered that any saving not nullified by the increased production should be set apart as special fund.

In accordance with the instruction of the Board, the company has made reports upon the working of this procedure. It appeared from these reports that instead of saving time the cutters had taken more time to cut their tickets by the combined method than it would have taken to cut the same tickets separately. When this report was brought to the attention of the union officials, they stated that they had done what they could to secure greater efficiency. The Board requested the cutters' commission to investigate the report of the company in order to have an impartial record of the facts. Under date of May 28, the cutters' commission reports for the period from February 23 to April 28 showing five hundred and nine jobs of mixed fabrics cut by one hundred nineteen cutters. A copy of this report is filed herewith. After making all allowance for certain contingencies, the final summary of the commission is:

"It would seem that the main contention of the company-- that the cutting of pile ups of mixed fabrics-- could be done in less time than if cut as regular separate tickets-- can be maintained without contradiction and constitutes a serious criticism on the efforts of cutters. As noted above, there has been some improvement, but the gain is not yet sufficient to offset the criticism of the company."

In view of this report, and of the declaration of the union officials that they have done their best to have the production carried out, the Board is constrained to place on record its judgment as to the attitude of the cutters concerned. It is informed that some of the cutters are not in favor of the policy which they have adopted only under pressure from the group and perhaps a fear for their safety in case they should refuse to carry out the concerted plan of action. If this is the case, such persons will understand that the following comments apply to them only in so far as they agree with the general attitude. The Board understands that it would very likely be dangerous, and in any case extremely difficult for a few to set themselves against what is apparently a general, deliberate, concerted plan of restoration of output.

1. The event has shown that the company was right

consider demands of the union as over against supposed claims of the public, at the present time, it would not be able to speak so confidently.

As regards the question of remedy, the Board is frankly in doubt. If it were a matter of a few individuals or if were a matter of external conformity the case would be simpler. The case seems rather to be one of concerted and wide-spread policy. There is no adequate remedy except ~~the~~ change of mind. Suspension or discharge under existing conditions is likely to injure the company more than the workers. The fine provided in the Agreement is so trivial as to be ridiculous for a case of this sort. Five dollars might have meant something at the time the Agreement was originally framed. A fine of five dollars under present conditions would be doubtless regarded by the worker as a joke.

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If therefore the men who have adopted and carried out this plan feel satisfied because they have successfully shown contempt for the Board, have deprived the Company of increased production and have so far as was in their power given the lie to the union's public stand of efficiency, it is difficult to know what will change this attitude. Probably the main reliance for any change must be the attitude of the union toward this action. Probably of all the reasons for a different course the desire for the approval of the union as a whole would be the strongest. The Board would therefore urge upon the union officials the necessity of full discussion of this policy of ~~this~~ restriction of output. If the union organization does not represent the attitude of the workers and if it is therefore unable to secure the keeping of the Agreement, it is important that this should be known. If the attitude of the cutters is merely the survival of a policy originating under very different conditions, and now decisively ~~xxxxxxxxxx~~ abandoned by intelligent and progressive labor, then a full and thorough discussion may make clear the mistake of the policy. The Board hopes that it may rely upon the union officials to carry out this suggestion in a broad way.

JAMES H. TUFTS
Chairman

at one time most people believed in witches, but not many would confess such a belief today. Restriction of output is believed in times.

As regards the question of remedy, the Board is frankly in doubt. If it were a matter of a few individuals or if were a matter of external conditions the case would be simpler. The case seems rather to be one of concerted and wide-spread policy. There is no adequate remedy except a change of mind. Suggestion of discharge under existing conditions is likely to injure the company more than the workers. The fine provided in the Agreement is so trivial as to be ridiculous for a case of this sort. Five dollars might have meant something at the time the Agreement was originally framed. A fine of five dollars under present conditions would be doubtless regarded by the worker as a joke.

It may rely upon the union officials to carry out this clear the mistake of the policy. The Board hopes that progressive labor, then a full and thorough discussion may make and now decisively xxxxxxxxx abandoned by intelligent and of a policy originating under very different conditions, known. If the attitude of the cutters is merely the survival keeping of the Agreement, it is important that this should be workers and if it is therefore unable to secure the union organization does not represent the attitude of the of this policy of taxx restriction of output. If the urge upon the union officials the necessity of full discussion a whole would be the strongest. The Board would therefore different course the desire for the approval of the union as toward this action. Probably of all the reasons for a reliance for any change must be the attitude of the union to know what will change this attitude. Probably the main life to the union's public stand of efficiency, it is difficult production and have as far as was in their power given the contempt for the Board, have deprived the Company of increased this plan well satisfied because they have successfully shown out

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in its estimate that no risk of unemployment was involved. Some of the cutters had expressed a fear that in consequence of the more efficient method proposed, some of them would ~~lose~~ themselves out of a job. This has not been ~~changed~~; on the contrary, the company has added more than two hundred cutters to its force since the decision in question. The Board was therefore justified in accepting the estimate of the company.

2. By its supplementary decision of February 21, the Board made it clear that it did not intend to take away any bargaining power from the union. This leaves the issue between the cutters and the Board to be purely one of accepting or ~~evading~~ evading the Agreement and of a policy of restricting output where there is no possible question of "speeding" or reducing wages, or other hardships. The cutters leave no choice to the Board except to conclude that they believe in restricting output. On this policy the Board remarks:

(a) It is contrary to the Agreement which provides in its preamble for "a high order of efficiency." It is indeed a far more serious violation of the spirit of the Agreement than an open strike. In an open strike everything is at least fighting in the open field. Sabotage is a more insidious method of defeating the purpose of the Agreement.

(b) It is stupid. Carried to its logical conclusion, it is like all war-- destructive. In the long run it is destructive of the interests of the worker. It seems to imply that if we should all do as little as we can we should all somehow get rich.

(c) It is dishonest. Lest it should be claimed that this is merely an academic or employer's opinion, I quote from the Report of the Court of Inquiry on Dock Labor, in Great Britain, on which such prominent representatives of labor as Mr. Ben Tillett were members: "The system known as 'ca' canny' is loss on every side. The workman gains nothing in time. Even with regard to his habits and character, as well as the dignity of his calling, the things which to every decent man are really precious, loss and deterioration and injury occur. It must need be so under a system which substitutes for ~~the~~ honest work a scheme of make-believe. To take the illustration given it is not a case of short time in the apparent bulk, it is time adulterated just as in the other case, say, the case of a merchant, who would make up weight by moistening his sugar or mixing it with sand. There is one answer, and only one, to all such devices: Honesty forbids." This Board regrets that the cutters choose to place themselves in the company of those who adulterate their goods.

(d) It is contrary to the public declarations of the union that the union stands for efficiency. If the union organization desires at any time to appeal to its record on this point, it will have to apologize for the attitude of these cutters. In the decision made by this Board on December 22, in which a considerable increase in wages was granted to the union in general, and to the cutters, in particular, the Board emphasized what it believed to be the public spirited and enlightened attitude of the union in the matter of efficient production. If the Board were obliged to

in its estimate that no risk of unemployment was involved. Some of the cutters had expressed a fear that in consequence of the more efficient method proposed, some of them would be dismissed out of a job. This has not been the case; on the contrary, the company has added more than two hundred cutters to its force since the decision in question. The Board was therefore justified in accepting the estimate of the company.

2. By its supplementary decision of February 11, the Board made it clear that it did not intend to take away any bargaining power from the union. This leaves the issue between the cutters and the Board to be purely one of accepting or rejecting the Agreement and of a policy of restricting output where there is no possible question of "spreading" or reducing wages, or other hardships. The cutters leave no choice to the Board except to conclude that they believe in restricting output. On this policy the Board remarks:

(a) It is contrary to the Agreement which provides in its preamble for "a high order of efficiency." It is indeed a far more serious violation of the spirit of the Agreement than an open strike. In an open strike everything is at least fighting in the open field. Sabotage is a more insidious method of defeating the purpose of the Agreement.

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HART SCHAFFNER AND HART LABOR AGREEMENT
BOARD OF ARBITRATION

June 9, 1930

Supplementary decision on the wages of apprentice cutters.

On March 3, 1930, the Board of Arbitration rendered an opinion fixing the beginning wage for all apprentices appointed after July 9, 1919, at sixteen dollars (\$16.), this rate to be effective from October 1, 1919. It now appears that the opinion of March 3 was not sufficiently explicit and that different interpretations have been placed upon it by the company and the union. The decision did not specify just what the application of this starting wage would be to certain increases in wage already made previous to October 1 on the basis of efficiency, or made after that time on the same basis. Apparently the sixteen dollar rate has in some cases been interpreted to absorb increases that would ordinarily have been made on the basis of increased efficiency; so that for example if an apprentice had already been advanced to sixteen dollars on the basis of efficiency previous to October 1, no change was made in his pay on account of the Board's ruling.

The intention of the Board was not to penalize the more efficient persons by canceling all increases due to their efficiency, and bringing the less efficient to the same level with the more efficient. The intention of the Board was rather to fix a beginning wage based not on efficiency but on the general market condition for beginners and the general cost of living, which makes sixteen dollars now almost precisely equivalent of eight dollars which was the beginning wage not many years ago. The Board assumes that the Company would then build its increases due to increased efficiency upon this basis of sixteen dollars just as it formerly built upon the basis of one time of eight dollars and later of twelve dollars. Evidently, if an apprentice had, because of superior efficiency reached the wage of sixteen dollars October 1, whereas another apprentice had received no increase up to that date on account of efficiency, it would nullify the premium upon efficiency if the firm should bring the second man up to sixteen dollars and leave the first man at that same point. In order to keep the relative proportion, the first man should be advanced to twenty dollars.

Similarly, in the case of wages after October 1. It appears from the past records of apprentices and also from the general minimum for cutters' wages which now exists in the Chicago market that apprentices will normally advance at a rate which averages not very far from a dollar a month. Some may, as they have in the past, go faster than this, others slower. It would therefore be expected that apprentices who, receiving sixteen dollars or over on October 1, in accordance with the decision, would receive increases in proportion as their efficiency increased or as it was deemed advisable to encourage diligence and alertness and aptitude. If the increase of four dollars made by the decision were interpreted as a substitute, for approximately four months of periodical increases based on

efficiency, this would again penalize efficiency by failing to encourage and reward it. The same encouragement hitherto given to efficiency ought by all means to be continued. The apprentice raised to sixteen or eighteen or twenty dollars, October 1 ought to be raised as he would have been under the old system when he began at a lower base.

The effect of this decision therefore would normally be to increase the wages of all apprentices four dollars from October 1, over and above the increases which would have come to him due to his increased efficiency.

JAMES H. TUFTS.

Chairman

officially, this will again be a violation of the law
and should be treated as such. The same management should
give to official work by all means to be continued. The
agencies which are in charge of the work should be
ordered to be in the same way as the work is done under the
law. When the work is done in a proper way.

The effect of this action should be to
bring to the attention of all agencies the
fact that the law is being violated and that the
agencies should be in the same way as the work is done
under the law.

THOMAS H. TUCKER
Chairman

June 22, 1930

On stoppage by certain cutters.

The company reports that on May 22 the cutters in the ~~Hecht~~ Hecht Building at Congress and Throop Streets stopped work shortly after two o'clock and remained on site until ordered back by the deputy. The first to go back returned at three-forty and the others at intervals until four o'clock. The stoppage reported to be in order to hasten the payment of the extra two dollars to cutters which was to be given when standards of production could be fixed by the commission and reported to the Board of Arbitration. It appeared further that a stoppage on the tenth floor of the main building was attempted the following morning. This began about nine thirty-five and lasted until nine fifty-three, when, on being ordered back by the shop chairman, they returned to work. It appears that one of the other ready-made clothing houses in the city had already put into effect the increase to forty-five dollars, although this has never been formally ordered by the Board inasmuch as no formal statement as to the standards has ever been filed with the Board. It is claimed that this has produced restiveness. The deputy of the cutters stated that he had taken the matter up very seriously with the cutters and thought that he had impressed upon them the wrong-headedness of attempting to proceed in this way. The firm urged that some penalty should be imposed.

The Board does not understand that in any ordinary cases it is the province of the Board of Arbitration to assess penalties. It may be that inasmuch as the present stoppage is occasioned by the decision of this Board awarding certain increases to cutters that it is appropriate for the Board to have the stoppage brought to its attention. There seems to be no question of principle involved, however. The cutters are not children; neither are they ignorant with regard to the Agreement and the proper method of adjusting grievances. It would be, without doubt, entirely appropriate that the additional wage granted to cutters should be postponed in the case of all those men who caused loss to other members of the union and to the firm until in some degree this loss should be made up. Persons who do injury should expect to pay the bill. For the present the Board will withhold any decision on this point. The commission has not yet made its report. Before putting the increase into effect, the Board will consider the question further.

JAMES H. TUTTS.

HART SCHAFFNER AND MARX LAHOR AGREEMENT
BOARD OF ARBITRATION

June 10, 1930

On the classification of cutters as permanent and temporary.

On February 6, the Board rendered a decision on the Petition filed by the Company to order the transfer of cutters from temporary to permanent force. This decision was to the effect that owing to the important change in market conditions the former distinction between permanent and temporary cutters is no longer advisable in the opinion of the union and that no action need be taken by the Board. On February 22 the Labor Department of the firm asked the Board to make a supplementary ruling eliminating abolishing the distinction in order to prevent any confusion as to the rights of any cutters in a slack season.

At the hearing on February 8, it appeared that although the former basis of distinction no longer remains there is still a difference based on the fact that a certain shifting now takes place in the slack season whereby some cutters from Local 81 (workers upon women's wear) are temporarily sent to work for the firm and also workers for certain special order houses. In case work is slack, it is the understanding on the part of the union which is hereby approved by the Board that the workers from these two classes shall be treated separately. They could be laid off or if the work in the firms from which they have come should require it, they might be recalled to their own firms through the union, even although there should be work for them at Hart Schaffner and Marx. But in any case they would not be entitled to claim that the work from Hart Schaffner and Marx should be divided with them as it is divided among the regular cutters when the season is slack. They would have to be provided for by their own firms.

It is understood that unless there is further change in the situation which requires a revision, ~~xxx~~ the distinction on the old basis between permanent and temporary cutters is hereby abolished.

JAMES H. TUTTS
CHAIRMAN

June 10, 1938

On the application of certain persons and

others,

on February 6, the Board rendered a decision on the petition filed by the company to enter the business of insurance from company to insurance company. This decision was to the effect that only in the event of a merger or acquisition of the former business between persons and company entered in an earlier decision in the opinion of the Board that an action could be taken by the Board. On February 22 the Labor Department of the State called the Board to take a supplementary ruling regarding whether the distinction in order to prevent any confusion as to the rights of any officers in a stock company.

At the hearing on February 6, it appeared that although the former basis of distinction no longer remains there is still a difference based on the fact that a certain officer now takes place in the stock company's name and another from Local 11 (confers upon women's name) and temporarily sent to work for the firm and also officers for certain special order business. In case work is done, it is the understanding on the part of the union which is hereby approved by the Board that the officers from those two classes shall be treated separately. They would be paid off at the end of the year from which they have been removed. It, they wish to be recalled to their own firm through the union, even although there shall be no loss of that position and work. But in any case they would not be entitled to share that the work from that position and there should be divided with them as it is divided among the regular officers when the women is asked. They would have to be recalled for by their own firm.

It is understood that unless there is further change in the situation which would be a violation, then the distinction on the old basis between permanent and temporary officers is hereby abolished.

UNITED STATES DEPARTMENT OF JUSTICE
BUREAU OF INVESTIGATION

HART SCHAFFNER AND MARX LABOR AGREEMENT
BOARD OF ARBITRATION

June 11, 1920

Interpretation of the words "Experienced Cutters," in section VIII, paragraph 5.

This case was referred to the Board of Arbitration by the Trade Board. Certain men employed by the company during the winter were without previous experience in the house of Hart Schaffner and Marx or in work similar to theirs, although they were experienced in other methods of cutting, such as are followed in the houses of tailors to the trade. The firm, when employing them made special agreements by which instead of receiving the same salaries which they received in their last position, they were paid somewhat less than this amount. The union claims that these men were "experienced"; the company claims that they were not. Further points raised were: The company asserted that some of these men who had been getting high wages elsewhere could not do anything like as much as certain of the H. S. and M. regular force who were getting a less amount. To pay the less skilled workmen more than the more highly skilled and efficient men would therefore cause dissatisfaction. The union claimed that the firm would not lose appreciably by keeping to the letter of the Agreement inasmuch as it has the option of dropping men at the end of two weeks or before if it does not wish to retain them at the price paid at their last working place.

It further developed, in response to a question by the Board that the second sentence of the paragraph in question which provides that "after two weeks the temporary cutters shall be paid on the same basis as the regular men, their salary to be fixed by the cutters' commission on the basis of their production and their comparative efficiency." Had not been enforced. The Cutters Commission has not functioned as prescribed. The usage has been on the other hand, that if the men are retained they continue to be paid on the same basis as at their former house, irrespective of their relative efficiency. If part of the paragraph is not binding, there seems to be no great sanctity attaching to the other part. It does not appear to the Board a very satisfactory arrangement that a man's salary in house B should be permanently fixed by what he was receiving in House A. It seems to be one instance of the difference between the theory that there are standards in the cutting room and the fact that little if any use is made of such standards by the cutters commission. When standards have been officially settled, it may be advisable to take up this paragraph of the Agreement once more. For the present the Board holds as follows:

As regards the case of the particular cutters or others similarly situated, prior to this decision, the Board holds that they should receive the salary prescribed for experienced cutters in the paragraph 5. But in making a requisition upon the union for experienced cutters the firm may, if it please, in the future, until this whole paragraph shall be reconsidered on the basis of official standards, to be set by the

trade board and approved by the Board of Arbitration, specify that it desires "cutters experienced in cutting ready-made clothing," (or similar phrase).

Doubtless if there is a marked ~~marked~~ persistent difference between the capacity of men who are receiving the same wage, and still more if the less competent man receives a higher wage than the more competent, there is occasion for dissatisfaction. The union believes that this can be met by the possibility of payment above the minimum to the more expert. This would be true if the less expert all received ~~the~~ the minimum. But if some who are considerably less expert must be kept at a rate considerably above the minimum if kept at all, the scheme does not seem to be sufficiently flexible. As a practical proposition, it may be the case that most workmen who are expert enough to get a high wage in one job will soon learn the methods of another; but it still remains a fact that after the two weeks there is no great inducement if the cutters commission does not consider itself ~~at~~ liberty to make any readjustment. The Board does not feel sufficiently clear as to all the possibilities to attempt any recommendation at this time but will await the setting of standards and conferences thereafter.

JAMES H. TUFTS
Chairman

trade board and approved by the Board of Arbitration, especially that it should contain provisions in writing ready-made clauses, (for other purposes).

Proposals if there is a national committee permanent differences between the capacity of men and the receiving the same wages, and still more if they have constant and receiving a higher wage than the new company, there is no reason for illustration. The union believes that this can be met by the possibility of payment above the minimum to the new expert. This would be true if the new expert will receive the minimum. But it says the new expert will receive more than a rate considerably above the minimum if kept at all. The scheme does not seem to be sufficiently flexible in a practical proposition. It may be the case that men who are expert enough to get a high wage in one job will soon learn the methods of another; but it still remains a fact that after the two weeks there is no great inducement if the nature of the work does not consist itself in a liberty to make any adjustment. The Board does not feel sufficiently clear as to all the possibilities to attempt any recommendation at this time but will wait the setting of standards and conferences thereafter.

JAMES H. TUTT
Chairman

HART SCHAFFNER AND MARX LABOR AGREEMENT
BOARD OF ARBITRATION

June 16, 1930

On Merging Factory M and Factory X.

The union petitioned the Board to consider the following order of the company:

Order is hereby given for the merging of Factory M and Factory X, same to take effect immediately.

People now employed at Factory M are to be moved to the Shrap Street plant and the quality and management of Factory M is to be maintained in the merged factory, which will continue to be known as Factory M.

The moving of practically the entire membership of Factory M will naturally displace a like number of people in Factory X. It is deemed most expedient to transfer as many of these people as can be used to our other factories.

The disposition of such people for whom no work can be found shall be made, subject to the Preferential clause of the Agreement.

It appeared on an inquiry that Factory M now employs about three hundred and forty-five workers (345); and Factory X about five hundred twenty (520). According to estimates of the company, approximately two hundred of factory X workers would be used in the new factory M and about one hundred could be used in other factories at present; about two hundred fifty are still to be considered.

It further appeared that factory M is an old established factory, whereas factory X has been recently organized. Some of the workers in X were taken from other shops to form a nucleus, others were brought in from outside; some of these last were learners.

The union claims that the Board should take emergency action to prevent demoralization in the unemployment situation. A considerable number of workers, over a thousand, are now unemployed. If two hundred and fifty additional workers should be suddenly thrown out of work, it would add to the difficulties of the situation. Specifically, the union claims

1. that the workers are entitled to protection from sudden discharge as a matter of justice under the Agreement.

2. that the company has been sending out work to non-union-contract shop or shops, and that this should cease under the Preferential clause, if there is no longer sufficient work.

3. that a question with regard to the policy of opening new shops is brought to an issue. Does or does not the Board assume any responsibility as to conditions under which new shops shall be opened, and how new workers introduced into

WANT KNOWLEDGE AND MAKE LAUNCH AGREEMENT
DRAFT OF AGREEMENT

June 14, 1950

On January 14, 1950, the following

The writer petitioned the Board to consider the following

Order to bring before the Board for consideration

Order to bring before the Board for consideration

The writer of petitioning the writer membership of

The dissolution of each people for whom no work can be

It appears on the basis that Factory B was a large plant

It further appears that Factory B is an old establishment

The writer claims that the Board should not

1. That the various old buildings be demolished from within

2. That the writer has been working out with the

3. That a decision was given to the writer of opening

the industry. When factory X was opened, the union was told by the Board that the firm must be allowed to expand. Now factory X is in part to be closed. Should not the Board assume an equal care for the interests of the union in this case. If the Board assumes no responsibility, when the question of ~~xxx~~ opening a new shop is presented, must not the union assume some responsibility as to its own attitude.

The company claims (1) that nothing in the Agreement restricts the ~~company~~ company from merging two shops when business conditions so require. In this case it feels that business conditions make this reorganization necessary.

2. That the company has practically ceased sending out any work to contractors and does not desire to send any more except to take care of a few orders for mohairs, which may come in later. The bulk of all mohair work is completed and it would be undesirable to attempt to make the few orders (estimated at possibly a thousand coats) in the regular shops. The policy of the company will be to make all clothing in their own shops.

3. That it is ready to cooperate with the union in making the best arrangement in detail for all who can be cared for.

4. That it does not consider itself, under the Agreement, to be obligated to provide employment for a larger output than it can sell. Hence it considers that at times business conditions may make it necessary to discharge some workers. In such cases it does not consider that it can be held as under obligation to persons not on its payroll.

~~XXXXXXXXXXXX~~
The Board holds

covered

1. The case is not explicitly ~~stated~~ by the Agreement. No clause in the Agreement specifies whether or not a factory may be closed, or whether two factories may be merged. The case is, however, closely analogous to the situation provided for under Section VI, "Abolishment of Section", which reads, "When sections are abolished, the company and its agents shall use every effort to give the displaced workers employment as such as possible like the work from which they were displaced, within a reasonable time." Evidently the same reason which gave rise to the section quoted exists when a factory is abolished.

There is sometimes a disposition on the part of one side or the other to claim that it has a right to do anything not explicitly forbidden. The Board deprecates this attitude. The Board is convinced that if the parties should seek to stand on the limits of their rights, they would soon destroy the value of the Agreement. The attitude necessary to maintain the Agreement is stated in the Preamble. "It will require also mutual consideration and concession, a willingness on the part of each party to regard and serve the interests of the other, so far as it can be done without too great a sacrifice of principle or interest."

2. The company has a right, if it deems this necessary, to merge the shops. But this does not end the matter. The question of obligation to the workers remains to be considered under the next paragraphs.

3. There is a general mutual obligation under the spirit of the Agreement to ~~stabilize~~ stabilize the industry so far as this is possible. This obligation must necessarily be limited by general conditions of market, of supplies of woolsens, *etc.* The Board will not at this ~~time~~ attempt to make any definition as to how far in time or in other respects this obligation extends. For in this matter we must necessarily feel our way very gradually. It will only state two extremes which it considers to be excluded--
 a. entire absence from any responsibility, whereby the older theory of labor as a mere commodity would be continued;
 b. that a firm is obligated to go on indefinitely making clothes which it cannot sell and keeping forever on its roll every individual who has once stepped inside the shop. Specifically, the Board rules

a. in order to "use every effort to give the displaced workers employment", a committee consisting of one representative from the firm and one from the union shall go over the full list and ~~and~~ consider what can be done to distribute workers in other sections without overcrowding.

b. the ~~anxxx~~ committee shall next apply the principle of preference whereby if there are any non-union workers employed "the first ones to be dismissed shall be those who are not members of the union." This would refer not merely to factory X but to the total of the workers employed by the firm. That is, a non-union person in another factory must be dismissed before a union worker in factory X.

c. In several agreements and awards a distinction has been made between workers who have been employed less than three months and those employed for longer time. If necessary, this principle may be used after B b has been applied.

d. In view of the possibility that after July 4 more work may be available, and hence that some of the two hundred and fifty can be given work then, the Board directs that no union people shall be dropped from the payroll until this commission has made its survey and report, and that, if possible, arrangements for temporary vacations be made to give temporary layoffs without permanent settlement. Conditions are admittedly uncertain just at this moment. We ought to be as cautious as possible.

JAMES H. TUPTS.

3. The company has a right, if it deems it necessary, to change the shape, but shall not alter the position of obligation to the workers remains to be considered under the next paragraph.

4. There is a general mutual obligation under the spirit of the agreement to maintain working conditions in the industry as far as is possible. This obligation must necessarily be limited by general conditions of market, of supplies of workers, etc. The Board will not at this stage attempt to make any distinction as to how far in time or in other respects this obligation extends. For in time, it will only state two extremes which the committee is to consider:—
a. entire freedom from any responsibility, whereby the other theory of labor as a mere commodity would be continued;
b. that a firm is obligated to go on indefinitely making others which it cannot sell and keeping them on its rolls every individual who has once stepped inside the shop. Specifically, the Board will

5. In order to "see every effort to give the displaced workers employment", a committee consisting of one representative from the firm and one from the union shall go over the full list and those considered who are to be displaced workers in other sections without overlooking.

6. The various committees shall next apply the principle of preference whereby if there are any non-union workers employed "the first ones to be dismissed shall be those who are not members of the union." This would refer not merely to factory X but to the total of the workers employed by the firm. That is, a non-union person in another factory must be dismissed before a union worker in factory X.

7. In several agreements and awards a distinction has been made between those who have been employed less than three months and those employed for longer time. It is necessary, this principle may be used after B. has been applied.

8. In view of the possibility that after July 1 some work may be available, and hence that some of the displaced may be able to return to work, the Board should make no distinction as to how far in time this obligation extends. It is possible, however, that the firm will be unable to give temporary positions to some of the displaced workers. Conditions are obviously uncertain and it is difficult to give an answer as possible.

THOMAS R. TOWN.

HART SCHAFFNER AND MARX LABOR AGREEMENT
BOARD OF ARBITRATION

June 17, 1920

Supplementary note to decision of June 16 on
Merging Factory H and Factory X.

As it appears that there is some uncertainty as to the details in points 3c and 3d, the following supplementary statement is made.

Par. 3c. The question has been raised whether the phrase "employed less than three months" means "employed with Hart Schaffner and Marx" "less than three months" or "employed in the industry less than three months". It means, in the first place, "employed in the industry less than three months." Such persons may be placed in a class next to the non-union workers. A list may also be made of persons employed by Hart Schaffner and Marx less than three months for subsequent consideration if necessary. The use to be made of this last list will be later determined when the facts are all ascertained.

Par. 3d. The purpose of this paragraph is that no union workers shall be separated from the employ of the firm until the whole situation is made clear by the survey. In order to make the best adjustment possible the first effort should be to see whether there are not persons in factory H or X or other shops who would like to take vacation of one or two weeks or less in order that room may be found for all of the workers who are members of the union and do not themselves wish to take any vacation. This ought to provide places until after July 4 and probably for practically all summer. It may involve inconvenience, but the words of the Agreement are "Use every effort".

If not enough workers in all of the shops desire to take vacations, to make it possible to find places for the displaced members of the union, then temporary lay-offs may be given not to exceed one week for any one person until the whole situation is made clear. In making such lay-offs the committee and chairman of the trade board may give preference of steady employment to those who have dependents, or may use any other principle that seems to them fair. It is the desire of the Board of Arbitration that if there is any likelihood of increased employment after July 4 no worker who has been in the industry three months and is a member of the union shall be dropped unless some other position is available. The Board does not wish to have these men separated from the employ of the company because it has not yet determined how far the responsibility of the company ought to extend. When all these facts are available, it will be easier to consider what is to be done.

JAMES H. TUFTS.

CHAIRMAN

The chairman of the trade board has the right to interpret any doubtful wordings in this decision.

June 16 or 17.
James H. Tufts.

WANT ROBERTSON AND WALKER RECONSIDERED
BOARD OF DIRECTORS

June 17, 1930

Supplementary note to resolution of June 15 on

Walter Robertson and Walter Walker.

It is suggested that there is some uncertainty as to
the details in points 22 and 23, the following explanatory
statement is made.

Para. 22. The question has been asked whether the
persons "employed" in the three months' period mentioned in
the resolution and "employed" in the three months' period
in the resolution are the same persons. It is stated in the first
place, "employed in the industry" is not the same as "employed
in the company" or "employed in the non-union
industry." A list was also made of persons employed by Hart
Robertson and Walker in the three months' period mentioned in the
resolution. The use of the words "employed" will
be later determined when the facts are all considered.

Para. 23. The purpose of this paragraph is that
no action shall be taken until the report of the
committee is made. The committee is now at work. In order
to make the best adjustment possible the first effort should be
to see whether there are not persons in the industry or in other
places who would like to take vacation of one or two weeks or less
in order that some may be found for all of the workers whose
names are on the list and do not themselves wish to take any
vacation. This ought to provide places until after July 1 and
probably for practically all summer. If any further arrangements
but the words of the resolution are "as early as possible."

It is not enough to state in all of the above that
this resolution is made it possible to find places for the
workers of the union, that temporary help will be given and
to extend one week for any one person with the same intention
to meet them. In making such provision of steady employment to those
of the trade board they give preference to steady employment to those
who have been employed, or who are or were employed in the same
industry. It is the desire of the board of directors that
it should be very liberal in its treatment of those who have been
in the industry for some time and who are now unemployed. The
board of directors is desirous of doing what is best for the
workers. The board does not wish to have those who
are unemployed from the union of the company. It is not yet
determined how far the responsibility of the company will be
extended. When all these facts are considered, it will be decided
to consider what is to be done.

THOMAS H. TOLFE

CHAIRMAN

The chairman of the trade board has the right to interpret any
doubtful wordings in this decision.

James H. Toltz

HART SCHAFFNER AND MARX LABOR AGREEMENT
BOARD OF ARBITRATION

June 17, 1920

Supplementary note to decision of June 16 on
Merging Factory M and Factory X.

As it appears that there is some uncertainty as to the details in points 3c and 3d, the following supplementary statement is made.

Par. 3c. The question has been raised whether the phrase "employed less than three months" means "employed with Hart Schaffner and Marx" "less than three months" or "employed in the industry less than three months". It means, in the first place, "employed in the industry ~~in~~ less than three months." Such persons may be placed in a class next to the non-union workers. A list may also be made of persons employed by Hart Schaffner and Marx less than three months for subsequent consideration if necessary. The use to be made of this last list will be later determined when the facts are all ascertained.

Par. 3d. The purpose of this paragraph is that no union workers shall be separated from the employ of the firm until the whole situation is made clear by the survey. In order to make the best adjustment possible the first effort should be to see whether there are not persons in factory M or X or other shops who would like to take vacation of one or two weeks or less in order that room may be found for all of the workers who are members of the union and do not themselves wish to take any vacation. This ought to provide places until after July 4 and probably for practically all summer. It may involve inconvenience, but the words of the Agreement are "Use every effort".

If not enough workers in all of the shops desire to take vacations, to make it possible to find places for the displaced members of the union, then temporary lay-offs may be given not to exceed one week for any one person until the whole situation is made clear. In making such lay-offs the committee and chairman of the trade board may give preference of steady employment to those who have dependents, or may use any other principle that seems to them fair. It is the desire of the Board of Arbitration that if there is any likelihood of increased employment after July 4 no worker who has been in the industry three months and is a member of the union shall be dropped unless some other position is available. The Board does not wish to have these men separated from the employ of the company because it has not yet determined how far the responsibility of the company ought to extend. When all these facts are available, it will be easier to consider what is to be done.

JAMES H. TUFTS.

CHAIRMAN

The chairman of the trade board has the right to interpret any doubtful wordings in this decision.

James H. Tufts.

LABOR BOARD OF INVESTIGATION
REPORT ON THE CASE OF THE
LABOR BOARD OF INVESTIGATION

June 17, 1933

Supplementary note to decision of June 15 on

Memorandum of the Board of Investigation

It is requested that there is some uncertainty as to
the details in order to see the following supplementary
statements in order.

Part II. The question has been raised whether the
persons employed in the same business are "employed" with
the business and whether they are "employed" in the
in the industry from the same business. It seems, in the first
place, "employed" in the industry is not the same as
such persons may be placed in a union or non-union
workers. A list may be made of persons employed by the
business and the list may be made of persons employed by the
business. The list is not the same as the list will
be later determined with the facts are all ascertained.

Part III. The purpose of this paragraph is that
no union workers shall be separated from the employ of the firm
until the whole situation is made clear by the survey. In order
to make the best adjustment possible the first effort should be
to see whether there are not persons in industry or other
shops who would like to have vacation of one or two weeks or less
in order that they may be found for all of the workers whose
members of the union and do not themselves wish to take any
vacation. This ought to provide places until after July 1 and
probably for practically all summer. It may involve inconvenience
but the words of the agreement are "as every effort".

If not enough workers in all of the shops desire to
take vacation to make it possible to find places for the displaced
members of the union, then temporary lay-offs may be given not
to exceed one week for any one person until the whole situation
is made clear. In making such lay-offs the committee and chairman
of the trade board may give preference of steady employment to those
who have dependents, or may use any other principle that seems
to them fair. It is the desire of the Board of Investigation that
if there is any likelihood of increased employment after July 1
no worker who has been in the industry three months or less
should be laid off until he has been in the industry three months or
less. The Board does not wish to leave these men
unemployed from the employ of the company because it has not yet
determined how far the responsibility of the company ought to
extend. When all these facts are available, it will be easier
to determine what is to be done.

JAMES H. TUTT.

CHAIRMAN

The chairman of the trade board has the right to interpret any
doubtful wording in this decision.

James H. Tuttle.



Hart Schaffner & Marx

CHICAGO
NEW YORK

Chicago, June 18, 1920.

Professor James H. Tufts,
Chicago, Illinois.

My dear Professor Tufts:

May I remind you before you leave on your vacation that decisions are still missing in the case of the cutters' stoppage of May 29th, and also in cases 966 and 967.

I trust that after the talk with Mr. Mullenbach I need not emphasize the need of clearness in the supplementary decision in the case of merging factories M and X. The committee established in your first decision will carry considerable responsibility and inasmuch as you are to be absent it will probably prevent misunderstandings if you will make your supplementary decision very plain as to the questions I handed you in memorandum form.

It occurred to me to-day that there might be a danger of creating misunderstandings and unnecessary friction between the union officials and labor managers in giving verbal decisions, particularly when only the representatives of one side are present. My own experience has taught me that all the decisions of the Board should be in writing and circulated to all parties concerned, so that there may be no disputing as to the exact intention of the Board. Such decisions ~~should~~^{need} not be voluminous; they should merely be exact and definite and should not take any more of your time than is ^{now} required in making verbal decisions. I realize that considerable of your time is taken, and my suggestion is made in the interest of economizing rather than taking more time.

Yours very sincerely,

MK/EDH

Earl Dean Howard

Thanks for your trouble in forwarding my mail.

MEN'S CLOTHING INDUSTRY, CHICAGO MARKET
BOARD OF ARBITRATION

June 22, 1930

On training, promotion and pay of apprentice cutters and trimmers in the firm of Kuppenheimer.

The decision of June 12 with reference to apprentice cutters was not to be applicable to the firm of Kuppenheimer on account of certain special methods employed in that firm. A further hearing with reference to this was held on June 21. The chairman of the Board had previously made a visit to the firm and had gone through the trimming and cutting room in order to see ~~the~~ the method of training employed. The main difference between this method and that used in other firms is that all apprentice cutters are at first taken into the trimming room and learn the various processes of trimming. This occupies about two years or in some cases somewhat less. A part of these trimmers are then transferred to the cutting room and learn the processes peculiar to the craft of the cutter, as distinct from that of the trimmer. This usually requires from six months to a year in addition to the time spent in the trimming room.

The whole question of standards in the trimming room has been assigned to the commissions which are now investigating standards in the cutting room. Until these commissions have made their reports, the chairman of this Board of Arbitration deems it unwise to make any general statement with reference to the wages in the trimming room. It was however stated to the Board that the beginning wage of sixteen dollars, except for apprentice cutters, had been generally adopted also for apprentice trimmers. It appeared that in the ~~Kuppenheimer~~ firm of Kuppenheimer a schedule recently introduced provides for the beginning wage at sixteen dollars, but for a somewhat different rate of advancement. The market rate for trimmers at present in Chicago is not far from five dollars below that of the minimum rate of cutters. It may be presumed therefore that the rate of advance, both for the apprentices who subsequently go on to the cutting room and those who remain in the trimming room ought to be approximately that set for class C, apprentice cutters. Pending the full discussion of the matter of apprentice trimmers, and of the questions regarding training in its relation to cutting, which are likely to be raised at such time as the commissions can take up the matter of standards in the trimming room, the Board would suggest that the general standards set for class C, apprentice cutters, be used by the firm of Kuppenheimer, with the provision that as ~~stated~~ stated in the decision of December 12 a commission be appointed for this house to deal with any exceptional cases, and to make proper adjustments if necessary for those who remain in the trimming room as well as for those who go into the cutting room. It is understood that for the present this Class C would be the average or medium rate. For those who require three years to learn the trade, it may be necessary to make a special adjustment, but it is desirable to agree so far as possible with the rest of the market.

JAMES H. TUTTS.

HART SCHAFFNER AND MARX LABOR AGREEMENT

June 28, 1920

On the right of the Company to discharge persons, without review, during a certain probationary period.

This case was first brought before the Board by an appeal dated April 8, 1920, from the decision of the Trade Board in cases 966 and 967. At preliminary hearing, it appeared that the two cases in question were not simple cases on which to raise the issue of a probationary period, since both of these men have previously been employed by Hart, Schaffner and Marx. On April 25, the company wrote "at your suggestion I will withdraw the appeal in cases 166 and 967, on the ground that the question had better be raised by a petition. On April 27, the company petitioned the Board for a ruling on the single question of the unlimited right to discharge during a certain period, and requested specifically that a definite time be named for this period. At a hearing on June 15, the company stated that it did not wish to withdraw its appeal on cases 966 and 967.

As regards case 966, the company originally claimed that the man who was discharged in factory L after a week's work was at this time discharged on grounds that he had previously been discharged from Factory A. The Trade Board decision states that according to the evidence the man was not previously discharged from factory A, but quit the employment of the company voluntarily. The Trade Board therefore held that in accordance with the decision of the Board of Arbitration, of August 30, 1913 (page 25, 1920 edition) the man must be employed, or rather that he was improperly discharged. The trade board decision does not make any reference to the probationary period, but apparently considered that in accord with certain other decisions this would not apply to the case of a person formerly employed by the company.

Case 967 is somewhat similar but differs in that the pocket maker on whose account the case was brought was not rehired and discharged, but was refused employment on the ground that he was undesirable. In this case the Trade Board rules that he should be hired on the basis of the decision of the Board of Arbitration, August 30, 1913, requiring that candidates offered by the union shall have first opportunity unless an applicant has been recently discharged for cause, or under the influence of liquor or obviously incompetent. This case, therefore, has nothing to do with the probationary period. It is presumably with reference to this case that the grievance of the Company dated April 3, 1920 requests that the "rulings of the Board of Arbitration relating to the hiring and preference ***** be revised to conform to present conditions.

With reference to 967, the Board rules that the decision of the Trade Board in this particular case should be sustained as on the whole in accord with the previous decision of the Board of Arbitration and its previous interpretation. As regards the general question whether the whole portion of the Agreement and decisions which interpret it relating to hiring and preference should not be revised, the Board is of the opinion that like many other questions of the Agreement, the paragraphs in question are very much in need of revision. The

June 24, 1930

On the right of the Company to discharge persons, without review, during a certain probationary period.

This case was first brought before the Board by an appeal dated April 3, 1930, from the decision of the Trade Board in cases 986 and 987. At preliminary hearing, it appeared that the two cases in question were not simple cases on which to raise the issue of a probationary period, since both of these men have previously been employed by Hart, Schaffer and Marx. On April 25, the company wrote "at your suggestion I will withdraw the appeal in cases 186 and 987, on the ground that the question had better be raised by a petition. On April 27, the company petitioned the Board for a ruling on the same question of the unlimited right to discharge during a certain period, and requested specifically that a definite time be named for this period. At a hearing on June 15, the company stated that it did not wish to withdraw its appeal on cases 986 and 987.

As regards case 986, the company originally claimed that the man who was discharged in Factory I after a week's work was at this time discharged on grounds that he had previously been discharged from Factory A. The Trade Board decision states that according to the evidence the man was not previously discharged from Factory A, but quit the employment of the company voluntarily. The Trade Board therefore held that in accordance with the decision of the Board of Arbitration, of August 30, 1918 (page 25, 1930 edition) the man must be employed, or rather that he was improperly discharged. The Trade Board decision does not make any reference to the probationary period, but apparently considered that in accord with certain other decisions this would not apply to the case of a person formerly employed by the company.

Case 987 is somewhat similar but differs in that the pocket maker on whose account the case was brought was not rehired and discharged, but was rehired employment on the ground that he was undesirable. In this case the Trade Board rules that he should be hired on the basis of the decision of the Board of Arbitration, August 30, 1918, regarding that candidates offered by the union shall have first opportunity unless an applicant has been recently discharged for cause, or under the influence of liquor or obviously incompetent. This case, therefore, has nothing to do with the probationary period. It is presumably with reference to this case that the ruling of the Board of Company dated April 3, 1930 requests that the ruling and reference be revised to Arbitration relating to the hiring and reference *** be revised to conform to present conditions.

With reference to 987, the Board rules that the decision of the Trade Board in this particular case should be sustained as on the whole in accord with the previous decision of the Board of Arbitration and its previous interpretation. As regards the general question whether the whole portion of the Agreement and decisions which interpret it relating to hiring and preference should not be revised, the Board is of the opinion that like many other questions of the Agreement, the paragraphs in question are very much in need of revision. The

company states, and the union did not at the hearing deny, that the second paragraph of the opinion cited on page 15 (1920 edition) has never been carried out in recent years. In a decision given in another case in the general Chicago Market the chairman of this Board remarked that a strict interpretation of the hiring clause without reference to certain other principles of the Agreement would give the union as arbitrary a control over the whole matter of hiring ~~xxxxxxx~~ as employers had ever exercised under the old days of hiring and firing whom they would. The Board does not consider that a completely one-sided power is contemplated by the Agreement.

But so fundamental a reconsideration and revision as might be required to make a proper interpretation and adjustment is not possible at this date. There has not been sufficient discussion of the subject to know its bearings. It would therefore be an arbitrary act for the Board to set aside previous precedents. There ought to be conference and negotiation.

II.

Case 966 does raise the question of an unlimited right to discharge any worker whether previously employed or not, during some probationary period. This question was raised before this Board and dealt with in a decision of April 8, 1919, and again ~~xx~~ in our supplementary decision of May 22, 1919. At that time the Board rules that the evidence was in favor of regarding the usage of a probationary period of one month as established. But in order that there might be no room in the minds of employees for any feeling of injustice, the Board rules that the Trade Board might clear the case. At the time, the union objected to recognizing any probationary period as a matter of right, although it stated that as a matter of policy it would very seldom feel called upon to interfere on behalf of an ~~xx~~ employee hired within a period of two weeks or a month. The Board did not go further than to state that the general ~~xxxxxxxxxxxx~~ ~~xxxxxxxxxx~~ practise of the company of regarding the first month as probationary should be followed in ordinary cases. It held that in exceptional cases where there is a doubt between the general protection to employees secured by the Agreement and the general usage of the Company, this doubt might be resolved in favor of the union. It urged that the Labor Management and the union should endeavor to agree on some probationary period. Apparently this has not been done.

So far as the general principle goes, the Board sees no reason to reverse its decision of April 8 and May 22. The general usage of a month's probationary period is to be regarded as the presumption, but this ~~xx~~ in exceptional cases may be subject to inquiry by the Trade Board. Such a case has recently appeared where a worker was discharged on the ground of an "embargo," or rule agreed upon by the representatives of various clothing firms in the city, with reference to employees leaving one of the firms, and applying for employment at another firm. This Board holds that in such a case it would be entirely proper for the Trade Board to investigate a discharge within the first month of employment.

company states, and the union did not at the hearing deny, that the second paragraph of the opinion cited on page 15 (1920 edition) has never been carried out in recent years. In a decision given in another case in the General Officers' Board the chairman of this Board remarked that a strict interpretation of the hiring clause without reference to certain other principles of the Agreement would give the union an arbitrary control over the whole matter of hiring ~~xxxxxxx~~ as employers had ever exercised under the old days of hiring and firing when they would. The Board does not consider that a completely one-sided power is contemplated by the Agreement.

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So far as the general principle goes, the Board sees no reason to reverse the decision of April 8 and May 22. The General usage of a month's probationary period is to be regarded as the presumption, but this in exceptional cases may be subject to inquiry by the Trade Board. Such a case has recently appeared where a worker was discharged on the ground of an "overcharge," or rule agreed upon by the representatives of various clothing firms in the city, with reference to employees leaving one of the firms, and applying for employment at another firm. This Board holds that in such a case it would be entirely proper for the Trade Board to investigate a discharge within the first month of employment.

III.

The further question as to whether the probationary period applies to persons previously employed by the company, who have left the company's service, as well as to persons who are new to the firm is apparently not covered expressly by anything in the Agreement or by any previous decision of the Board of Arbitration. The trade board has held that the probationary period does not apply to persons previously employed by the company. In the case decided by the Board of Arbitration, April 8, 1919, the person discharged had been previously in the employ of the company, but it was not the intent of the decision to imply that any worker once employed must be re-employed, without any probationary period if sent to the company by the union, regardless of the length of time which had elapsed since the person had left the company and of other circumstances that might have affected the workers' efficiency and desirability, and regardless of the circumstances under which the worker left (except discharge for cause).

As regards the first point, it seems clear that if any considerable period has elapsed since the former employment with the firm, and particularly if a different occupation has been followed, it is at least an open question whether the applicant is as desirable a workman as before; hence in these cases there is nearly the same reason for a probationary period as with workers not hitherto employed by the firm. Previous employment with a good record would no doubt carry weight in the minds of the management and would have, properly, a certain presumptive evidence before the trade board in case the union should bring the case before that Board for investigation; but it cannot be held to be conclusive. Its weight would vary according to the conditions above named.

We have next the question whether the fact that the worker has himself left the service of the company (irrespective of how long a time has elapsed since that act) has any bearing. It evidently releases the company from any obligation to him as an individual, such as this Board has held to exist between the company and the workers. Any claim for exemption must rest therefore upon the Agreement and precedents. The Board holds that the act of the worker in voluntarily leaving the company does affect his status. He may have left for an excellent reason; he may have left to avoid discharge. To leave the company no option whatever in the matter of re-employment in such cases is to go beyond the general spirit of the decision of April 8, 1919. The Board does not believe that the decision of the former chairman, August 30, 1913 (page 25, 1920 edition of the Agreement) had this present situation in mind and hence it does not consider that it should be governed by it with reference to probationary periods. The Board will therefore reaffirm its decision of April 8, 1919 and will understand that it applies to reemployment as well as to employment of new workers-- namely, that until there is some agreement reached by the union and the company, or until there is some general revision of the sections relating to hiring and discharge, the general practice of the company for a probationary period of a month will be regarded as having a presumption in its favor. This may be, however, examined into where there is reason to suspect any unfair discrimination or policy contrary to the general spirit of the Agreement.

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In the particular case of 966, the Brief of the Company states that it had no right to keep the off-presser because of the manner of his quitting his job in a former house. This Board would rule that to allege this as a reason for discharging a man would undoubtedly bring the case under the class of those which the trade board might properly investigate in order to prevent a feeling of unjust discrimination. The trade board acted therefore within its proper discretion, and this Board does not consider it necessary to review the evidence. The decision of the Trade Board in this case will therefore stand, although as stated above, this Board does not hold that the probationary period is to be limited to employees not previously employed by the company.

JAMES H. TUFTS.
Chairman

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JAMES H. TUTTS.
Chairman

MEN'S CLOTHING INDUSTRY, CHICAGO MARKET
BOARD OF ARBITRATION

June 22, 1920

Inasmuch as the chairman of the Board of Arbitration is to be absent from the city for some weeks, (probably until about July 25), it has been represented to the Board that it would be desirable to have some authority provided to attend to appeals and matters requiring immediate decision, during the absence of the chairman.

The suggestion appears to the chairman to be the wise one, and he therefore hereby authorizes the two chairmen of the trade boards in Chicago, Mr. James Mullenbach and Dr. H. A. Millis, to act jointly in such cases as may be appealed or require immediate attention.

In the case of very fundamental principles, or new law, the chairman may desire to study and revise, but it is not anticipated that this will occur.

JAMES H. TUFTS
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BOARD OF ARBITRATION

June 22, 1936

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The suggestion appears to the chairman to be the wise one, and he therefore hereby authorizes the two members of the Board in Chicago, Mr. James Sullivan and Mr. H. A. Miller, to act jointly in such cases as may be required or require immediate attention.

In the case of very fundamental principles, or new law, the chairman may desire to study and review, but it is not anticipated that this will occur.

JAMES H. TURTLE
Chairman

This case comes before the Board of Arbitration on a petition of representative labor managers for their companies to declare examiners ineligible for membership in the union.

The companies were represented by Mr. Todd, Mr. Haylett, Mr. Abt, Mr. Beman, Mr. Lee, Mr. Lloyd and Mr. Marcellus.

The Union was represented by Mr. Mirimietri and Mr. Levin.

The position of the companies was set forth as follows:

4. The question whether examiners and inspector-tailors should belong to the union was discussed at the time the agreement was made. The proposal by the union to include them under the agreement as members of the union met with serious and prolonged protest by the employers and was only accepted after great misgiving as to the result and only in order to promote the general interests of the agreement. Examiners and inspector-tailors were the only workers the employers asked to have excluded from the union.

Protests against the arrangement developed from the beginning and there has ~~not~~ been such a decline in quantity and quality of work generally that the employers are now forced to seek relief.

The representatives of the manufacturers offered such testimony in support of their contention, as for example the decision in Case No. 152 where the Trade Board found that the men at Kuppenheimer & Co. were restricting output; also the returns from several houses in reply to a questionnaire which indicated, except in two instances, a falling off in production.

As to quality, garments are being returned in unprecedented amounts. In the case of one house 50 per cent. more garments ^{have been} returned than in any other year, and 10.5 per cent. in the case of another house. In one instance 350 pairs of trousers were returned from one customer in such condition of incompleteness as to make it evident that they had not received even cursory examination, not to speak of competent and conscientious inspection. Some examples were cited of coats being returned without buttons and even without buttonholes, of the mismatching of parts, of trouser legs out of proportion, and other instances of obvious and unexplainable oversight except by the indifference of the inspectors to their duty.

This is borne out by observation of the attitude of the people. In one house it is asserted that they want to make the work last so they may work overtime; in another they pile up the work; in another they do more work than they should in order to lighten the work of the people in the shops. Admonition and reproofs, it is affirmed, do not bring any results, as the men seem to be independent and so conscious of their union relationship that they attempt to protect the people in the shops by passing incomplete or incorrect work.

Some evidence was presented by the houses showing the proportions of union and non-union men, both as inspectors and as regular examiners in the sections. It was also pointed out that in some of the smaller houses the inspection was by the superintendent or proprietor himself and that to require this to be done by a union examiner would add a burden to some of the smaller houses impossible to be borne.

In conclusion, the representatives of the companies emphasized the great interest at stake in this matter in holding the good will of their customers. It was pointed out that the growth and stability of each house rests on the

This case comes before the Board of Arbitration on a petition of representative labor managers for their companies to discontinue their membership in the union.

The companies were represented by Mr. Todd, Mr. Haylett, Mr. Lee, Mr. Brown, Mr. Lee, Mr. Lloyd and Mr. Marshall.

The union was represented by Mr. Hirsigfeld and Mr. Davis.

The position of the companies was set forth as follows:

1. The question whether employers and non-union labor should enjoy the same rights at the time the agreement was made. The position of the union is that under the agreement as members of the union and with various and prolonged protest by the employers and was only accepted after great misgiving as to the result and only in order to promote the general interests of the agreement. Employers and inspector-tailors were the only workers the employers asked to have excluded from the union.

Protests against the arrangement developed from the beginning and there has been such a decline in quantity and quality of work generally that the employers are now forced to seek relief.

The representatives of the manufacturers offered much testimony in support of their contention, as for example the decision in Case No. 123 where the Trade Board found that the men at Kuppenheimer & Co. were restricting output; also the returns from several houses in reply to a questionnaire which indicated, except in two instances, a falling off in production.

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dependable quality of its goods and that the place of inspection is the strategic point for checking error and determining the dependable quality of the garments. It is, therefore, imperative that the workers realize this serious responsibility and it was argued that they could not have this alert and controlling sense of responsibility toward their work if they have a divided interest which will necessarily be present so long as they are members of the union and share the feeling of solidarity common to and inherent in union organization.

In reply to this general setting out of the position of the employers, the union presented its counter considerations.

At the outset the union questioned the authority of the Board of Arbitration to legislate people out of the union and to exclude them from the protection and benefits of the agreement. They were placed under the agreement after full consideration in conference and their status was fixed by agreement. The union could not admit that the Board of Arbitration now has authority to reverse or nullify this action arrived at by agreement between the parties.

While it is true that the agreement is silent regarding these sections or class of employee, it is also silent regarding other sections, such as sleeve sewers, pocket makers and others. The inspectors at the time of the agreement had participated in strikes and stoppages which led up to the agreement and could not have been excluded from the benefits of the agreement without a sense of injustice.

Moreover, it is asserted that if the Board of Arbitration should see fit now to exclude them from the agreement and require them to give up membership in the union, there would be no way to prevent them from organizing a union of their own without any responsible control. An attempt of this kind had been made recently to organize foremen and section heads. They might fall a prey to the I. W. W. as a section recently did in another city.

As to union sentiment leading to reduced production, the union representatives pointed out that union sentiment would actually lead to more rigid inspection, as the more careful the inspection the more work there would be for the bushelmen who are closely associated with the inspectors and are union people.

The union contended that there was no personal connection between the inspector and the workers who had made up any particular garment. They would be in no way affected either by his criticism or approval of the garment. The only union members who might profit by his examination would be the union bushelmen.

The union further pointed out that by their own rules they had excluded section heads or section examiners because these workers come into direct contact with the people and criticize specifically individual garments of individual workers, and have to maintain the standard of work in their own sections. The union admits that an examiner here and there may belong to the union because his status as examiner is unknown to it. But the union wishes it to be known distinctly that section examiners - those examiners who come into direct contact with individual workers and who are charged with the enforcement of specifications - are not under the agreement and are not members of the union.

As to the citation of oversights by the inspector-tailors, the union representatives were inclined to question some of these instances, such as the absence of buttonholes and buttons. They stated, however, that if responsibility could be fixed for such oversights, they would not undertake to defend such neglect but would support the company in its discipline.

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As respects the increased number of garments returned, the union contended that some of the returns must be charged to a changed attitude on the part of buyers. Until recently purchasers were not critical, being anxious to secure consignments, but lately they have become captious and are scrutinizing garments for the sole purpose of finding an excuse to return them and cancel orders.

The union further contends that the houses have not resorted hitherto to such discipline as was possible under the agreement. Discharges have occurred, but in some instances for other causes than inefficiency, and in some instances the union, convinced of the delinquency of the discharged, has not taken up their cases with the labor department or the Trade Board. They called attention to the practice at Hart, Schaffner & Marx where they have taken up discharges only in exceptional cases, because they realize the necessity of efficient service in this section.

In reply to this presentation of reasons by the union for denying the petition, the employers' representatives pointed out that the Board of Arbitration in other instances had assumed the right to legislate beyond the express terms of the agreement, as for example in the case of apprentices and with regard to reckoning overtime. In the present instance it was contended that the issues involved are so serious as to warrant the Board of Arbitration in exercising its power to legislate and to modify the terms of the agreement.

As to discharges, it was well known that until recently a discharge was not effective as a discipline because of the shortage of labor and since conditions have changed the labor departments have purposely refrained from making discharges as the firm did not wish to give the impression of attempting reprisals or to give any color of taking advantage of the change in conditions of employment.

As regards the Hart, Schaffner & Marx experience, it was contended that that was not determinative as the conditions of production are different there from those in many other houses. At Hart, Schaffner & Marx there is a careful sectional supervision while in other houses the inspection is more restricted and in large measure limited to the final inspection.

After hearing the evidence and arguments the Board was impressed by the importance of the issues involved.

So far as the interests of the houses are concerned it is clear that competent and reliable inspection is of paramount importance. Upon the steady efficiency of the inspectors rests the good will and reputation of the manufacturers. Inspection is the culmination of the manufacturing process. It validates what has gone before and what comes after in the whole process of the business. In a very real sense inspection determines the value both of the workmanship of the shops and the salesmanship of the company. It is the effective check upon loose and ineffective workmanship and it alone gives assurance to the salesman and the advertising manager. The injury that careless and indifferent inspection can do to the business of a company is obvious and needs no emphasis. Of course, inspector-tailors are not the only guard over the quality of the product but they hold a very strategic place and without diligent and conscientious service on their part the other safeguards cannot secure the results essential to the successful prosecution of the business.

While thus realizing the importance of the function the inspectors perform, the Board of Arbitration is reluctant to proceed to the extent of debarring the inspectors from union membership. In the opinion of the Board other resources remain to be tried out before it becomes clearly evident that exclusion from the union and the agreement are the only effective measures for obtaining satisfactory service.

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The problem before the houses, the union and the Board is how to secure an attitude of mind on the part of the inspectors as to the serious responsibility of the service that they render; that the merit of their service affects not only the prosperity of the employer but is essential also to the well-being of the workers themselves; in other words that their service lies close to the very vitals of the industry.

Having this purpose in view, the Board of Arbitration makes the following rulings and recommendations:

1. The Board rules that in the case of inspector-tailors the employers be given greater freedom in hiring and discharge than afforded by the customary provisions of the agreement and the practices thereunder. The exercise of discipline shall still be reviewable by the Trade Board but the Trade Board shall be especially careful not to reverse the action of the labor department, except where the discharge has been capricious or discriminatory. Where the discipline or discharge is for inefficiency the company is to be given the benefit of the doubt in the weighing of evidence. Except in this respect the inspector-tailors shall be under the general protection of the agreement.
2. Section examiners or section heads, who are in charge of the enforcement of specifications and come in direct contact with the workers, are not to be members of the union nor to be under the agreement. This is now the rule of the union. This ruling is only intended to make the present practice official.
3. The Board recommends more definite cooperation between the companies and the union to cure the evil here complained of. The Board is of the opinion that if the actual returns of garments were brought to the attention of the union and their assistance sought in creating a proper attitude of mind on the part of the inspectors, good results could be obtained. The Board is of the opinion that better results can be obtained by union control of the workers and the ensuing responsibility than by removal of the inspectors from the restraint and direction of the union.

(Signed) James Mullenbach

(Signed) H. A. Millie.

Acting for the Chairman of the Board of Arbitration.

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Having this purpose in view, the Board of Arbitration makes the following

findings and recommendations:

1. The Board notes that in the case of inspector-factors the employers do give greater freedom in hiring and discharge than afforded by the customary provisions of the agreement and the provisions themselves. The exercise of discipline shall still be reviewable by the Trade Board but the Trade Board shall be especially careful not to reverse the action of the labor department, except where the discharge has been capricious or discriminatory. Where the discipline or discharge is for inefficiency the company is to be given the benefit of the doubt in the weighing of evidence. Except in this respect the inspector-factors shall be under the general protection of the agreement.

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(Signed) E. A. Willis.

Acting for the Chairman of the Board of Arbitration.

HART, SCHAFFNER & MARX LABOR AGREEMENT
BOARD OF ARBITRATION

August 14, 1919.

An appeal in case 737 from back pay allowed by the Trade Board in the case of several cutters.

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

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

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

Since the minds of the parties did not meet, two possibilities were before the Board of Arbitration. It might be governed by the strict interpretation of the wording. This would very likely be the method to be followed in deciding upon many contracts in courts of

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

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

As originally brought before the Board, this request for an interpretation affected certain former increases. Since the decision was rendered on May 22d, there has been further negotiation and a further increase, which the Board is informed has been stated in language similar to the language of preceding increases. Inasmuch as it was evident from the testimony that the minds of the two parties did not meet in the preceding agreements, the Board is constrained to raise the question whether they have met in this recent agreement as of June 1919. It believes that it is an untenable position for

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

James H. Tufts, Chairman.

the Board to go on affirming that successive agreements were to the respective parties when there is opportunity for them to make their language explicit as to what they do or do not mean to establish a scale and as to whether those who are not on the payroll at a certain date have no advantage from the income unless by special contract with the company in connection with which they may individually be granted the income provided they first reach a certain standard. The Board therefore hereby gives notice that it will inquire of the parties whether their intention in making this agreement of June 1919 is to the same, and if it finds that they do not understand the agreement in the same way, it will request them to make a statement which they do agree upon. Inasmuch as the agreement was made by negotiation rather than through any conference to which the Board was a party, it believes that the parties to the agreement ought to make it clear what they intend. Any action that may arise under this last income will therefore be delayed until this point is cleared up.

James H. Telfer, Chairman.

Notice of Meeting

The Board of Arbitration, Hart Schaffner and Marx.

Aug. 19, 1920

The company has asked for a hearing by the Board upon the problem of securing quality production and a better meeting of specifications on the part of the workers.

The Board hereby sets such a hearing for Wednesday, August 25, at 2 o'clock.

JAMES H. TUFTS.

*Referred back to
Trade Bd*

Notice of Hearing

The Board of Arbitration, Earl Schiller and Marx.

Nov. 10, 1930

The company has asked for a hearing by the Board upon the question of assessing quality production and a better meeting of specifications on the part of the workers.

The Board hereby sets such a hearing for Wednesday, November 13, at 2 o'clock.

JAMES H. TUTT.

Marked back 18

HART SCHAFFNER AND MARX LABOR AGREEMENT
Board of Arbitration

August 23, 1920

On Merging Shops, H and F

The company has been operating two vest shops: shop H, the older shop, employing about 530 workers; shop F organized about eight months ago, employing 430 people. The company now desires to discontinue shop F and estimates that for the following season it will need only about two-thirds the workers now employed in shop H, i. e., about 354 people. This would leave about 600 who will not be needed. This curtailment is due to two reasons; (1) the summer goods which will be made during the autumn and winter have many two-piece suits; (2) there seems to have been an over-estimate of the number of workers that would be needed in vest-making. Some change in the relative numbers of vest makers and coat makers is due to a change in the arrangements with contractors.

The principle of equal division of work was under consideration between the company and the union, the company proposed a rotation in lay-offs which would enable all workers to be accommodated in shop H although they could not all be accommodated there at one time. The union objected that to abandon shop F and transfer workers to alternate shifts in H would give rise to two serious difficulties: (1) it is bad to have workers idle all day. The attitude produced is bad for the workers and bad for the union; (2) more important, is the threatened breaking down of the protection to workers secured by the "equal division of work" clause which would be caused by discontinuing a shop and thereby ~~xxxxxx~~ implying that the situation is not one of equal division during the slack season, but of combining reduction of work due to the slack season with reduction of force due to various reasons stated above. It was urged that this combination of two hardships at once would place the organization in a very difficult position and make it almost impossible for it to function properly. It was also urged that this would be a precedent for general action of a sort which would be most unfortunate during the present difficult period.

The company urged that the system of rotation and lay-off would on the whole tend to promote the finding of other work by the vest makers, so that the problem of unemployment for them would be soonest solved by this method. In many cases those who had recently come into the vest-making occupation could find work this autumn in their former occupations and would do so if they saw that work was likely to be short in this branch.

It is agreed by both parties that we should not expect to continue nine hundred and sixty people permanently on the payroll if there is to be work for only three hundred and fifty-four. It is also agreed by all that there will be a continuous tendency to seek other occupations at full time on the part of workers who are on part-time, so that whether F is discontinued or whether it is retained for a time, there will be, in all probability, a gradual reduction of the number of vest-makers on the pay-roll. The only question is how can this reduction be effected with the least injury. On the one hand, is the overhead expense to the company involved in maintaining the additional shop; on the other, the injuries to the workers and organization recited above.

In general, this Board is always in favor of economy in production, provided this can be secured without injury to other more important interests. In the present case, the Board holds that we ought to be considerate of the conditions caused by this very large reduction in work. Although we have as yet no adequate means of caring for the burdens due to seasonal and exceptional maladjustments, nevertheless, we ought not to aggravate any of the necessary evils but ought rather to minimize them. Assuming then, that the desirable thing is for many of the vest-makers to find work elsewhere, as rapidly as possible, and very likely that for the younger workers this work will be found in many cases in other occupations, the Board holds that the company can well afford a slight additional expense for the sake of avoiding the feeling of resentment so far as possible which follows when persons have entered employment supposing it to be permanent and later find themselves out of work.

The Board believes that when conditions are so uncertain as they are at present it is unwise to make a permanent ruling. It directs therefore that until October 1 the merging of the shops be suspended. The expense for maintaining the additional shop at this time is ~~xxxxxxxxxx~~ relatively slight and at that date a new examination of conditions in the industry and among the vest-makers should be made which will guide procedure.

Inasmuch as this is an emergency decision, similar to various other emergency decisions issued for special situations, it is not to be regarded as in any sense a precedent for dealing with ~~xxxxxxxxxx~~ this situation after October 1, nor for other cases.

JAMES H. TUPTS.
Chairman

It is agreed by both parties that we should not expect to continue nine hundred and sixty people permanent-ly on the payroll if there is to be work for only three hundred and fifty-four. It is also agreed by all that there will be a continuous tendency to seek other occupations at full time on the part of workers who are on part-time, so that whether T is discontinued or whether it is retained for a time, there will be, in all probability, a gradual reduction of the number of workers on the payroll. The only question is how can this reduction be effected with the least injury. On the one hand, is the overhead expense to the company involved in maintaining the additional shop; on the other, the injuries to the workers and organization located above.

In general, this Board is always in favor of economy in production, provided this can be secured without injury to other more important interests. In the present case, the Board holds that we ought to be conservative of the conditions caused by this very large reduction in work. Although we have as yet no adequate means of sorting for the burden due to seasonal and exceptional maladjustments, nevertheless, we ought not to aggravate any of the necessary evils but ought rather to maintain them. Assuming then, that the desirable thing is for many of the workers to find work elsewhere, as rapidly as possible, and very likely that for the younger workers this work will be found in many cases in other occupations, the Board holds that the company can well afford a slight additional expense for the sake of avoiding the feeling of resentment so far as possible which follows when persons have entered employment supposing it to be permanent and later find themselves out of work.

The Board believes that when conditions are as uncertain as they are at present it is unwise to make a permanent ruling. It wishes therefore that until October 1 the matter of the shop be suspended. The expense for maintaining the additional shop at this time is relatively slight and at that date a new examination of conditions in the industry and among the workers should be made which will guide procedure.

Inasmuch as this is an emergency decision, similar to various other emergency decisions issued for special situations, it is not to be regarded as in any sense a precedent for dealing with similar situations after October 1, nor for other cases.

JAMES H. TUTTLE,
Chairman

BOARD OF ARBITRATION, CHICAGO MARKET

August 26, 1920

Appeal from Trade Board Case #166.

On Pay to Machinists for Legal Holidays

The facts of the case are set forth in the decision of the Trade Board on May 25. Information was laid before the Board of Arbitration as to the former practice and present practice in certain shops in which machinists are employed. In many of the firms there is no regular machinist employed. The issue as presented to the Board of Arbitration was essentially as stated by the trade board: on the one hand, the understanding of the machinists that they should retain whatever privileges they may have had; on the other hand, the precedent set by previous trade board case in which the ruling was that inasmuch as the workers gained the general advantages of the Agreement, including overtime, they should lose special advantages they might have had as being on the office payroll. The Board of Arbitration agrees with the ~~Trade Board~~ Trade Board that the case of the machinist is not the same as that of the label-sewer. It seems far-fetched to classify the machinist as a tailor. In so far, therefore, as the former decision of the Trade Board was based in part upon the fact that the label-sewers were doing a part of the tailoring operations, it would not govern in this case. This case must be considered upon its merits.

The case is in many respects similar to that on lay-offs in the slack season, which was decided August 13, 1920, and is now under appeal to the full Board of Arbitration. Did the machinists have reasonable expectation that the practice of pay for holiday would be maintained, or was this supposed to be given up in return for the privileges of the Union, especially that of overtime? There is no doubt that in the busy season the privilege of overtime is more than a compensation for the six holidays. It is not claimed, however, that this was discussed with the machinists, or that there was any statement to them that on account of overtime they would lose the pay for holidays.

The Board rules that the insignificant amount of pay involved is less important than a scrupulous endeavor to meet what seems to have been the expectation of the machinists. The Board would hold, however, that these expectations were personal and must be subject to the same conditions as to length of employment with a firm which had existed before in the individual shops. These expectations are further limited to the

individuals who would have enjoyed them, and are limited in time to the present Agreement. They will automatically cease with the close of this Agreement unless some specific provision is made to cover. This same ruling will apply to vacations with pay where such a vacation was granted to machinists.

JAMES H. TUTTS
Chairman

BOARD OF ARBITRATION, CHICAGO MARKET

August 22, 1932

Appeal from Trade Board Case 1100,
On Pay to Hospital for Injury

The facts of the case are not in dispute. The Trade Board on May 25, 1932, after hearing the parties and the Board of Arbitration as to the facts presented and present position in certain shops in which hospital care was required, it was of the opinion that there is no reason why hospital care should be provided for the Board of Arbitration and should be provided by the Trade Board; on the one hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital; on the other hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital; on the one hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital; on the other hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital.

The case is in many respects similar to that in Case 1100, in which the Board of Arbitration, after hearing the parties and the Board of Arbitration as to the facts presented and present position in certain shops in which hospital care was required, it was of the opinion that there is no reason why hospital care should be provided for the Board of Arbitration and should be provided by the Trade Board; on the one hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital; on the other hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital.

The Board finds that the facts of the case are not in dispute. The Trade Board on May 25, 1932, after hearing the parties and the Board of Arbitration as to the facts presented and present position in certain shops in which hospital care was required, it was of the opinion that there is no reason why hospital care should be provided for the Board of Arbitration and should be provided by the Trade Board; on the one hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital; on the other hand, the responsibility of the hospital care should remain where it belongs, that is, with the hospital.

Very truly yours,
[Signature]

Men's Clothing Industry, Chicago Market

Board of Arbitration.

August 27, 1930

On Wages of Week Workers.

At the general hearing before the Board, July 1 and 2, among the requests for readjustment were requests for various week workers. These fell into two classes, the first including a minimum wage for certain classified week workers; the second, including a request that "all week workers not classified shall receive a wage of about 15% less than the piece worker performing similar operations."

When the Board announced its decision, it was the understanding within the Board that a further consideration of any specific cases in which justice might require action, would be had. At a subsequent hearing, the Union claimed that at the present time there is danger that the week workers may suffer reduction in wages, and called attention to certain facts in the way of recent requisitions which, in the opinion of the Union, justified its apprehension.

The Chairman of the Board pointed out that the decision of the Board read "The Board holds that conditions in the industry are such as not to justify a change in wages at the present time." He declared that the word "change" rather than "increase" was used with the express purpose of guarding against any such tendency to reduce wages as had been referred to. The Board intended to rule that there should be no change in either direction in the general rates of wages paid. It was further the general sentiment of all who took part in the discussion, that standards should be protected.

It was, however, objected that the general rate proposed for all unclassified week workers, of about fifteen per cent. less than the average piece-work rate, required very careful consideration.

The Board does not believe that the present is an opportune time for establishing a minimum in all the classified week-work operations, nor is it sufficiently clear as to the 15% basis for fixing a minimum for unclassified week-workers to enable it to make a ruling on this point at present. If it be granted that an individual week worker usually does about 15% less than the same worker does when on piecework, it is nevertheless not clear that the best method of protecting the week worker and also protecting the industry would be by fixing the minimum as requested. The Board set a standard for the average wages of tailors, buckskinners, and examiners last April. It would prefer to be further advised as to the merits of this method of procedure in comparison with the method requested by the Union before reaching any decision.

~~In order to give effect to the general decision of August 12, 1930, the Board hereby requests the Trade Board~~

JAMES H. TUFTS

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and to make a proper investigation on this matter would require more time than is at present available. In order to give an immediate decision which may protect week workers, the Board makes the following ruling:

In order to make effective the general decision of August 19, the Board of Arbitration hereby requests the Trade Boards to be especially careful, and in the present situation, and to continue to protect standards of wages, as they have done in the past.

JAMES H. TUFTS
Chairman.

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF PHILOSOPHY

JAMES H. TUFTS

Enclosed for the Department of Philosophy are two copies of a paper on the subject of the philosophy of language, which I have written for the purpose of illustrating the principles of the philosophy of language.

and to make a proper foundation for the study of the philosophy of language. In order to give more than a general outline, I have given a more detailed account of the principles of the philosophy of language, which may be found in the following pages.

In order to make the paper more complete, I have also given a more detailed account of the principles of the philosophy of language, which may be found in the following pages. These papers are to be especially useful, and in the present situation, and to continue to protect standards of work, as they have done in the past.

JAMES H. TUFTS
Chicago.

Men's Clothing Industry, Chicago Market

Board of Arbitration

August 30, 1920

Re: Hearing by Full Board of Case #201 A. Marx Tailoring Co.
vs. Amalgamated.

The Chairman of the Board heard an appeal from the Trade Board decision and rendered a decision confirming in the main the action of the Trade Board. A re-hearing before the full Board was asked, in order that certain points as to the general principles involved might be further considered and that certain additional facts might be presented.

At a meeting of the full Board on August 28, Mr. Meyer raised the general question of policy as to how far it was wise for the Board to go in laying down general principles. He held that the Board ought, so far as possible, to proceed with a view to settling each case upon its merits, without committing itself too far to general principles which may be cited as precedent, in cases where the circumstances are different from those in the case decided. In the brief submitted by Messrs. Price, Abt, and Bonan, it was held that the firm was not required to give any notice to the workers, although as a matter of fact it had done so to a large ~~extent~~ extent, and it was further claimed that the firm ought not to be required to assume responsibilities not expressly provided for in the Agreement.

The Board in the previous decision of its chairman had not intended to lay down any general principle, except the very broad one that under the spirit of our Agreement there is mutual responsibility between employers and the Union. It did not intend to ~~imply~~ imply that this responsibility was to be met in any one way, in all cases. It did not intend to lay down a rule that whenever a company closed ~~it~~ *a factory* it should pay a week's wages. Such a specific ruling might be unfair to one party or the other, if used as a precedent, and made to apply to all cases. This Board believes in settling each case on its merits, and would hold that sometimes responsibility of an employer to his workers might be met in one way, and sometimes in another.

The Board, however, is firmly of the opinion that there is a mutual responsibility under the spirit of the Agreement. If the entire body of workers should, without any notice whatever, leave an employer, the Board would hold that this was a case for investigation, and for an adjustment of the responsibility of the Union to prevent injustice to the employer. Nothing in the Agreement expressly forbids such an act, but this Board would hold that it is contrary to the spirit of the Agreement. The Board holds that to close a factory without any notice to workers of such an intention would similarly be contrary to the spirit of the Agreement.

As regards the facts respecting the notice given to its workers in this particular case, the Board decides not to reopen the case before the Trade Board but to accept the statements of the Trade Board on this point.

The decision of the chairman in the previous appeal is therefore reaffirmed with the interpretation and limitations above stated.

JAMES H. TUFTS.
Chairman

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF PHILOSOPHY

JAMES H. TUFTS

As regards the facts regarding the matter
given to the workers in this particular case, the board
decided not to receive the same before the fact of the
acceptance of the statement of the board as to the matter.

The decision of the board of the workers
appears to be a matter of fact and not a matter of
opinion as to the matter.

JAMES H. TUFTS
Chairman

MEN'S CLOTHING INDUSTRY, CHICAGO MARKET
BOARD OF ARBITRATION

Appeal from Trade Board Decision/301.

Mr. J. L. Price filed an appeal from the above decision on behalf of the Marx Tailoring Company. In addition to the facts set forth in the trade board decision, it was brought out in a hearing by the Board of Arbitration on June 8 that the precise date on which the union first learned of the proposed closing down of the shop was May 26, when certain workers were discharged. The firm in its appeal contends (1, that prevailing custom in the industry is contrary to the decision of the trade Board, and that obligation to workers ceases when their connection with the firm has ceased; 2, that if it has any moral responsibility this has been covered by the higher rates of pay in force up to the time of closing, and by notice to the union representative of impending shut-down; this increased pay presumably was accepted by workers as in some sense involving greater risk; 3, the principle that the workers should follow the work of other shops is not applicable to small firms; 4, in signifying its willingness to absorb certain specified workers it has gone to the limit of its capacity, and asked to be relieved from the survey provided for in the decision; 5, it asks for a clearer definition of the limits of the provision in the ~~last~~ paragraph of the decision, which prescribes a guaranty of the present weekly wage for a time in the case of workers transferred from a week basis to a piece-work basis.

The Board of Arbitration concurs with the trade board on the point that this case is not definitely covered by the Agreement or by precedents in Hart Schaffner and Marx. This precise contingency of a firm closing up an important part of its business, amounting to nearly half its total business was probably not in the minds of the parties to the Agreement. The question therefore is may the firm act in accordance with previous usage and discharge men without notice (as in the case of the three workers first discharged in this case), or with very short and indefinite notice, or does the general character of present Agreement between firms and union justify a different view of responsibility.

The question of usage has repeatedly arisen in hearings before the Board of Arbitration for Hart Schaffner and Marx. The present chairman has ruled that although usage raises a certain expectation and is therefore to be given due weight, it is not to be regarded as final. The question whether a given usage is reasonable may be raised. Usually it has been the Union which has claimed usage, in this case it is the employer.

The Board of Arbitration holds that the elder usage in accordance with which neither employer nor worker had any responsibility to the other after the end of a day's work is not in the interest of the industry. It certainly may bear very hard upon the individual worker. In the case in question some of the workers were apparently given no notice whatever and they ~~would~~ were thus placed in a serious situation. Granting that they assumed some risk in taking jobs with this firm at higher than market rates, it was not treating them with proper consideration

to discharge them without notice. It is possible that the firm might fear that all workers could suddenly leave if it should become known that the firm was about to close. This ought to have been taken up with the union and ~~xxx~~ an arrangement worked out by which the work on hand could be finished up. It is stated by the trade board, and is not, so far as I know, denied by employers that the union has aided to a large degree in stabilizing working conditions and preventing men from leaving one firm suddenly to go to another for higher wages. There has been therefore, under this Agreement, some increased responsibility on the part of the Union. This Board holds that it is only proper that there should be an increase of responsibility on the part of employers. It is to be hoped that this particular situation will not often arise, but this Board holds that for the future it must be clearly recognized that there is a mutual obligation.

In the particular case in question, the only point in doubt is as to detail. On the one hand as regards the firm, the question arises how far it could legitimately consider that it was safe in following former usage when this was not explicitly superseded by the Agreement. On the other, there is a possible doubt as to the actual working out of the decision of the trade board which provided for full pay for a week after their work for the firm ceases, and a special provision for those already discharged up to June 4. It is quite possible that some of these workers would secure other work within a week. In this case it might be claimed that they would be getting double pay for a part at least of the week. It might also be said that to give them full pay at the higher-than-market rate would place a premium upon neglect to seek other places. This Board believes that in providing for the equivalent of a week's notice the trade board was striking a fair average; but it believes that a better method of administration could be the following: The worker to be entitled to half pay up to the time of finding another position, the total provision thus made not to exceed half pay for two weeks. In order to entitle the worker to receive this amount from the firm he shall present a ~~statement~~ statement as to the date when he has ~~in~~ obtained a new position and this shall be certified by the proper official of the union as correct. In the case of the workers already discharged up to June 4, they should receive full pay to June 4 and after that half pay until the date of employment up to a limit of two weeks.

As regards the possibility of the firm employing more than the twelve workers, the Board sees no objection to a survey provided this be made from report to the trade board as to whether any workers can find place without overcrowding of the sections. The language of the trade board decision might seem to raise a presumption that there are, in all probability, places for other workers. In the face of the company's statement, this cannot be assumed in advance. On the other hand, it would probably tend to greater satisfaction on the part of the workers if some such survey and report to the trade board were made. The Board therefore would confirm this part of the decision with the modification noted.

As regards the length of time necessary for the week workers to become adjusted to piece work the Board was not thoroughly advised on this point and does not wish to fix any limit which could be regarded as a precedent for other decisions. In this particular case it will set a limit of two weeks for such adjustment, and if any other case should arise it will seek advice from the experts of the employers and union.

JAMES H. TUFTS,
Chairman

As regards the length of time necessary for the
work, it is to be observed that the Board has
not previously advised in this matter and does not wish to
fix any limit which could be regarded as a precedent for other
decisions. In this particular case it will not be a limit of
two years for each department, and it is not clear how much
work it will take to clear the system of the employees
and others.

THOMAS J. WATTS,
General Manager

MAYER, MEYER, AUSTRIAN & PLATT

LEVY MAYER
ISAAC H. MAYER
CARL MEYER
ALFRED S. AUSTRIAN
ABRAHAM MEYER
HENRY RUSSELL PLATT
FRANCIS E. MATTHEWS
CAREY W. RHODES
ELMER SCHLESINGER
HAL C. BANGS
CHAS. L. POWELL
DAVID F. ROSENTHAL
FREDERIC BURNHAM
M. PAUL NOYES

CONTINENTAL AND COMMERCIAL BANK BUILDING

CHICAGO Sept. 3, 1920.

Professor James H. Tufts,
C-o University of Chicago,
Department of Philosophy,
Chicago, Ill.

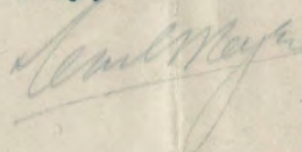
Dear Doctor:-

Your favor of the 31st ult. with decision on the
re-hearing in the Marx Tailoring Co. case has come duly to hand.

I intended to give it to you last evening at the meet-
ing which was set for that time, but inasmuch as the meeting has
been postponed I am enclosing herewith the decision with my
signature attached thereto. It meets with my entire approval.

Yours truly,

CM
(Enc.)



MAYER, MEYER, AUSTRIAN & PLATT

LEVY MEYER
ISAAC H. MEYER
OSCAR MEYER
ALFRED O. AUSTRIAN
ABRAHAM MEYER
HENRY A. BELL PLATT
FRANK E. MATTHEWS
CAREY W. BROWN
ELMER SCHLESINGER
RALPH O. BARRON
OSCAR J. POWELL
DAVID R. ROSENTHAL
FREDERIC BURNHAM
W. HARRY MOYER

CONTINENTAL AND COMMERCIAL BANK BUILDING

CHICAGO Sept. 3, 1930.

Professor James H. Tufts,
Co-University of Chicago,
Department of Philosophy,
Chicago, Ill.

Dear Doctor:-

Your favor of the 31st ult. with decision on the
re-hearing in the Marx (affirming Co. case) has come duly to hand.
I intended to give it to you last evening at the meet-
ing which was set for that time, but inasmuch as the meeting has
been postponed I am enclosing herewith the decision with my
signature attached thereto. It meets with my entire approval.

Yours truly,

(Enc.)

REQUEST FOR REHEARING

The Marks Tailoring Company, in submitting this brief, wishes to point out to the Board:

1. Right to open or close shops in general, and to close the Milwaukee Avenue shop in particular.

(a) The firm contends that there is nothing in the agreement which limits a firm's right to expand or to contract its business. A firm's sales policies are influenced by and determined by various economic conditions, and are as a general rule knit into the financial fabric of our social economic structure. A firm may find it expedient to enlarge its shops, if business conditions warrant it, and if banks are in a position and are willing to extend credits. It nearly always finds it imperative to contract its operations, to close down shops, when banks curtail credits or demand liquidation; or else, where there is no demand for the manufactured product, and no demand can be created or stimulated.

(b) The firm fails to read anything in the agreement which could even remotely be interpreted as an obligation on the part of the firm to operate any branch of its business, or its entire business at a loss, or under any condition.

(c) The shut-down of the Milwaukee Avenue coat shop was due to the prevailing stagnancy of the clothing market, which began to manifest itself in the latter part of February and assumed serious proportions in April. This condition in the clothing market was not by any means a so-called slack season. It was and still is a depression of unusual dimensions which will in all probability continue for some months and may cause new low levels in the industry. Such a situation was apparently foreseen by the signatories to the agreement, for it provides as follows:

Section 4, paragraph (a): "Should it at any time become necessary to reduce the number of employees, the first ones to be dismissed shall be those who are not members of the Union."

The inference is simple and obvious. After the non-union workers have been discharged, the next to be dismissed are members of the Union. No mention is made in the agreement as to the number or percentage of workers who are to be dismissed, should it at any time become necessary to reduce the number. It is assumed that that is purely a managerial problem, to be met and solved by the management, as it best sees fit.

With this clause in mind, the firm gradually, as the work gave out, proceeded to discharge the workers, and day by day reduced its force to the extent that on June 10th, the last workers were dismissed. The firm was fully of the opinion that in so doing it was acting in good faith and in perfect accord with the agreement it entered into with the Amalgamated Clothing Workers of America.

REQUEST FOR REHEARING

The Marks Tailoring Company, in submitting this brief, wishes to point out to the Board:

I. Right to open or close shops in general, and to close the Milwaukee Avenue shop in particular.

(a) The firm contends that there is nothing in the agreement which limits a firm's right to expand or to contract its business. A firm's sales policies are influenced by many factors, including the economic conditions and are as a general rule knit into the financial fabric of our social economic structure. A firm may find it expedient to enlarge its shops, its business conditions warrant it, and its banks are in a position and are willing to extend credit. It nearly always finds it imperative to contract its operations, to close down shops, when banks curtail credits or demand liquidation; or else, where there is no demand for the manufactured product, and no demand can be created or stimulated.

(b) The firm fails to read anything in the agreement which could even remotely be interpreted as an obligation on the part of the firm to operate any branch of its business, or its entire business at a loss, or under any condition.

(c) The shut-down of the Milwaukee Avenue coat shop was due to the prevailing stagnancy of the clothing market, which began to manifest itself in the latter part of February and assumed serious proportions in April. This condition in the clothing market was not by any means a so-called slack season. It was and still is a depression of unusual dimensions which will in all probability continue for some months and may cause new low levels in the industry. Such a situation was apparently foreseen by the signatories to the agreement, for it provided as follows:

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With this clause in mind, the firm gradually, as the work gave out, proceeded to discharge the workers, and day by day reduced its force to the extent that on June 10th, the last workers were dismissed. The firm was fully of the opinion that in so doing it was acting in good faith and in perfect accord with the agreement it entered into with the Amalgamated Clothing Workers of America.

2. Notice.

On the question of notice, the Board of Arbitration expressed the belief that in providing for the equivalent of a week's notice, the Trade Board was striking a fair average; in other words, the Board of Arbitration is apparently of the opinion that a worker should be given a week's notice when the worker's services are to be dispensed with. In this connection, the firm wishes to call the attention of the Board to the fact that the agreement makes absolutely no provision, directly or indirectly, for notice to workers; there is nothing in the agreement which admits the need of notice. Since the point is not covered, in the agreement, it would be stretching it a good deal beyond the limits of the reasonable to read such a provision into the agreement. Should it appear, however, from the practical workings of the agreement, that a need for notice exists, then the matter can be taken up by the employers and the Union and made a subject for negotiation. It is quite reasonable to suppose that the employers would be willing to grant the principle of notice to workers, if, in return, they would obtain the same obligation on the part of the Union, viz. workers giving an equal term of notice before leaving their jobs. To legislate in favor of the workers in the present state of affairs is to give something to the workers without providing in return an equivalent to the manufacturers.

In this particular case, however, Mr. Brown, the Union representative, was notified on the morning of May 28th that the shop would close down as soon as the work on hand should be completed. As far as the firm is concerned, since we are agreed to deal collectively, notice to Mr. Brown was presumably notice to the workers. The table below shows the respective dates the various groups of workers were laid off, and the actual days of notice each respective group of workers had.

<u>Number of Workers</u>	<u>Date Discharged</u>	<u>Actual Number Days Notified</u>
3	June 1	4
2	" 2	5
4	" 3	6
1	" 4	7
8	" 5	8
	6	
	7	
3	" 8	11
10	" 9	12
7	" 10	13

To summarize: 9 workers had less than a week's notice; 29 workers had a week's or more than a week's notice. The rest of the workers not shown in the above schedule left immediately on May 28th, as soon as the announcement was made; and it would seem, arranged to obtain employment elsewhere.

3. Endowment to Workers.

In view of the above facts, where 76 per cent. of the workers had a week's notice or more, the firm believes that to grant to the workers half pay for two weeks after the work for the firm ceased is to encourage industrial malingering, and neither the Union nor the firm is in a position to check up or to prevent such possible dishonesty on the part of the workers. Experience in industrial compensation cases bears out this contention of the firm. The firm, while

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Number of Workers	Date Discharged	Actual Number Days Notified
3	June 1	4
2	"	5
4	"	6
1	"	7
8	"	8
	"	
	"	
3	"	11
10	"	12
7	"	13

To summarize: 9 workers had less than a week's notice; 39 workers had a week's or more than a week's notice. The rest of the workers not shown in the above schedule left immediately on May 28th, as soon as the announce-ment was made; and it would seem, arranged to obtain employment elsewhere.

3. Endowment to Workers.

In view of the above facts, where 75 per cent. of the workers had a week's notice or more, the firm believes that to grant to the workers half pay for two weeks after the work for the firm ceased is to encourage industrial in-feriority, and neither the Union nor the firm is in a position to check up or to prevent such possible dishonesty on the part of the workers. Experience in indus-trial compensation cases bears out this contention of the firm. Therefore, the

Then again the idea of paying out money to workers who have been legitimately discharged, sets up a precedent which is entirely foreign to the philosophy of the Agreement. Not only is it not directly contemplated in the Agreement that such an additional burden of responsibility should be placed on the firm, but a fair interpretation of the express terms concerning employment and discharge indicates a conviction against the wisdom of such a condition in the market. The provision for the equalization of work directs merely that whatever work the firm may have on hand shall be divided equally among its employees. There is no indication of an endowment of the workers or of a charitable donation for their care in a period of stress.

The employer is called on to do nothing more than to pay compensation for commensurable service rendered; nothing more and nothing less, no matter what the stringency. There is merely to be no discrimination or partiality in the distribution of the work on hand. Union members are to stand on a par before their employers; that is all. If ten garments; they are to be divided; nine they are to be divided, and so on. The workers' earnings are expected to decrease in correspondence with their decreased service. There is every indication that carried to a logical conclusion, the intention is that for no service, nothing is to be paid. To say at this point, when the work becomes reduced to nothing, the workers are to be paid half-time for two idle weeks is manifestly inconsistent with the Agreement and in direct conflict with its terms. The signatories evidently recognized that compensation without service from the worker is dangerous, and that a concession in any degree whatsoever with regard to this principle would bring grave possibility of abuse and eventual struggle.

In this case, since there was no element of bad faith in the closing of the shop in question, the firm contends that to require it to pay employees money out of capital for the mere privilege of shutting down a part of its works when business conditions made such a move essential to the existence of the firm is unjust, unethical and contrary to fair economic principles.

It is felt that until, and not until some, agreement is arrived at, either between the State, or the employers, or the employers and employees, in the nature of unemployment insurance, the Board is without power to make such a decision as it did; and if the Board does assume functions not provided for in the agreement, there is a possibility of weakening the structure upon which the agreement rests, for Business cannot be efficiently planned and conducted unless firms know more or less definitely in advance just what their rights and obligations are to be under any given agreement.

4. Responsibility.

"It is stated by the Trade Board, and is not, so far as I know, denied by the employers, that the Union has aided to a large degree in stabilizing working conditions and preventing men from leaving one firm suddenly to go to another for higher wages. There has been, therefore, under this Agreement, some increased responsibility on the part of the Union." The firm has no desire to take issue either with the Trade Board, or with the Board of Arbitration, on this point, but since the Board of Arbitration is inclined to recognize increased responsibility on the part of the Union, and to grant on that basis an award, it is well to mention the fact that the Union offered to stabilize working conditions, provided the manufacturers were willing to admit and to concede the Union's exclusive right in the matter of allocation of labor. The labor managers were reluctant to enter into such an understanding, even if it were only for the fact that such a concession would mean the ultimate renunciation of the preferential shop clause. It is idle to prove all the individual cases where the Union failed in its responsibilities, but such instances as the Union's failure to maintain cutters' standards in most of the houses in the market stand out in bold relief as illum-

Then again the idea of paying out money to workers who have been idly waiting for work is a precedent which is entirely foreign to the philosophy of the Agreement. Not only is it not directly contemplated in the Agreement but such an additional burden of responsibility should be placed on the firm, but a fair interpretation of the express terms concerning employment and discharge indicates a conviction against the wisdom of such a condition in the market. The provision for the equalization of work directs merely that whatever work the firm may have on hand shall be divided equally among its employees. There is no indication of an endorsement of the workers or of a charitable donation for their care in a period of stress. The employer is called on to do nothing more than to pay compensation for commensurable service rendered; nothing more and nothing less, no matter what the stringency. There is merely to be no discrimination or partiality in the distribution of the work on hand. Union members are to stand on a par before their employers; that is all. If ten garments; they are to be divided; nine they are to be divided, and so on. The workers' earnings are expected to decrease in correspondence with their decreased service. There is every indication that carried to a logical conclusion, the intention is that for no service, nothing is to be paid. To say at this point, when the work becomes reduced to nothing, the workers are to be paid half-time for two full weeks is manifestly inconsistent with the Agreement and in direct conflict with its terms. The signatories evidently recognized that compensation without service from the worker is dangerous, and that a concession in any degree whatsoever with regard to this principle would bring grave possibility of abuse and eventual estrangement. In this case, since there was no element of bad faith in the closing of the shop in question, the firm contends that to require it to pay employee money out of capital for the mere privilege of shutting down a part of its work when business conditions make such a move essential to the existence of the firm is unjust, unethical and contrary to fair economic principles. It is felt that until, and not until some agreement is arrived at, either between the State, or the employers, or the employees, in the nature of unemployment insurance, the Board is without power to make such a decision as it did; and if the Board does assume functions not provided for in the Agreement, there is a possibility of weakening the structure upon which the Agreement rests. For business cannot be efficiently planned and conducted unless firms know more or less definitely in advance just what their rights and obligations are to be under any given agreement.

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inating examples of the Union's inability to make good the claim for increased responsibility, a claim upon which the Board partially based its award. In the decision of the Board, the Union is given credit for what seems to the firm an abstract idea; for a wish, which the Union says it attempts to convert into deeds, not always successfully. The firm is expected to pay in return with a concrete act, this act translated into terms of dollars and cents. It is a known fact that ideas and theories of the Union tending to show an increased responsibility do not always work out in practice. There mere fact that the Union accepts an idea in theory and fails for any reason whatsoever to carry out the idea in practice invalidates any claim which might have been based upon responsibility. And then again, the Union in whatever efforts it may have made to stabilize working conditions was acting largely from a sense of self preservation, for it surely realized that any letting down the barriers on collective bargaining and countenancing direct action would eventually lead to deterioration and a weakening of organization.

5. Summary.

- (a) The firm contends it was fully within its rights when it closed the Milwaukee Avenue coat shop.
- (b) The firm contends it was not required to give any notice to the workers, although, as a matter of fact, it has done so to a large extent in this case.
- (c) The firm contends that it cannot assume responsibilities not expressly provided for in the Agreement.
- (d) The firm contends that it should not be penalized for acting strictly in accordance with the Agreement; and
- (e) Therefore, requests that the Board reconsider its decision and relieve the firm from paying any of the workers for any time after their connection with the firm ceased.

Respectfully,

MARKS TAILORING COMPANY.

By

James L. Price
Spacoblah
for the Board of Labor Managers.

July 24, 1920.

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MARKS TAILORING COMPANY.

B.

For the Board of Labor Managers.

July 24, 1920.