

Case of Epstein-Charles Douglas Company

(continued - 2)

ciation. The fact remains that there was such an established custom, and that when the men went to work in January the firm was justified in assuming that the status quo ante existed as to this custom, in view of the fact that the Advisory Board had not completed its hearings at that time and the impartial machinery was not even created or functioning. There is no reason why the particular employee in question here should be on a different basis than the other employees engaged by the firm at the same time as this man and who have been working through the same season as this man. There can be no differentiation as regards permanency on the basis of the nature of the work, whether the man is a machine cutter, marker or fitter, etc. Accordingly, the Chairman ruled that the firm was justified in laying this man off when they laid off the other so-called temporary employees.

II. The Chairman further ruled that the decision in this case cannot be accepted as a precedent in the industry since it is based upon a special custom; also that it cannot be regarded by this firm as a precedent for the coming or future seasons. A very definite agreement was made by the Manufacturers' Association and the Amalgamated before the Advisory Board committing both sides to the principle of division of work in accordance with the general custom prevailing in the market, and it would seem clear, now that the agreement is in effect and the impartial machinery functioning, that this firm should conform to the general custom and agreement as a member of the Manufacturers' Association.

Impartial Chairman.

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18. DECISION IN CASE OF FERDINAND KUHN.

April 30, 1919.

A hearing was held in this case on the afternoon of April 28th, 1919.

Complaint by Amalgamated, represented by Messrs. Harry Cohen, Kripetzki, Ludwig and two employees of the firm.

The firm represented by Mr. Rosenbliett, of the firm, and Mr. Gitchell, Employment Manager of the Manufacturers' Association.

The complaint of the Amalgamated, in substance, is that the superintendent of the firm used abusive language to an employee in the shop, and also to the shop chairman, on Wednesday, April 23d. It is alleged that one of the operators of the shop obtained leave of absence for two and one-half working days from the foreman or instructor in the shop; that he returned to work on the morning of April 23d and later the superintendent ordered him to leave his machine, using abusive and insulting language. It is also alleged that when the shop chairman intervened, the superintendent used further abusive language and created such a feeling in the shop that the men quit work and refused to return until the morning of April 26th, when they did so upon the order of the Impartial Chairman and the general officers of the Amalgamated. The Amalgamated asks that the firm be ordered to pay the men for time lost since April 23d and also that the Chairman take up the question of increasing wages in the shop, which are alleged to be below the general standard in the market.

The firm alleged that the superintendent did not know that the man in question had obtained any permission to take a vacation and further alleged that the superintendent did not use abusive or insulting language but merely asked the man to wait an hour or so and work for the remainder of that day on another machine that was being repaired in order that the man who had replaced him during his vacation might work on the machine he had been using. The firm further alleged that it was their intention to keep both of the men in question in their employ. The firm refused to pay the men for the time lost since April 23d, as the men were called out by the shop chairman and the firm promptly reported the matter to the Manufacturers' Association and has been ready to take the case up before the Impartial Chairman at any time.

The operator involved stated that the superintendent had seemed somewhat excited on the morning of April 23d and that he understood the superintendent to say: "leave this place"; and when he had answered that this was his regular machine, the superintendent had answered: "get out of here, this is my machine". The man understood that he was ordered to leave the premises and accordingly took off his work apron, put on his coat, and prepared

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Decision in Case of Ferdinand Kuhn

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to leave the shop, when the shop chairman intervened.

I. The Chairman ruled that the evidence was rather conflicting as to the language used by the superintendent, but that it was quite clear that there had been a misunderstanding, first, by the superintendent as to the permission obtained by the man to take a vacation and, second, by the man as to the intention of the superintendent when he was directed to leave his machine; accordingly, a rather small and unimportant incident had assumed exaggerated importance in the minds of all parties concerned. The man to whom the orders of the superintendent were directed very evidently got the impression that he was being discharged and was to be replaced by a new man, and this misunderstanding brought about the subsequent argument with the shop chairman and the calling out of the men. The Chairman ruled that this incident had not justified the calling out of the men by the shop chairman or the agents of the Amalgamated and that accordingly the firm was not obligated to pay the men for the time lost by the stoppage of work since April 23d. As has been ruled and stated by the Chairman in two previous cases, the fundamental purposes of the impartial machinery are to avoid stoppages of work and to develop an orderly method of settling disputes. The Chairman stated that on the afternoon of Wednesday, April 23d, he had communicated with the agents of the Amalgamated that were concerned with this case and instructed them that the men should be ordered back to work and that no issues presented by either side would be considered until the men were at work. Therefore, the delay in taking up this case was entirely caused by the failure of the men to return to work. The contention of the Amalgamated to the effect that the men were justified in stopping work when they felt that they had been abused by the superintendent, cannot be upheld because the very basic structure of the Agreement between the Manufacturers' Association and the Amalgamated would be endangered if either side were permitted to take the righting of wrongs into its own hands and to act independently of the procedure of the Agreement and the rulings of the Advisory Board. The decision as to when a situation is serious enough to justify the men stopping work cannot be left to members or officers of the Amalgamated any more than the decision as to discharges or lock-outs in a shop can be left to the members or officers of the Manufacturers' Association. The situations and incidents which are bound to arise in various shops will never be similar, so that it would be obviously impossible for either side to establish or follow any precedents as to when stoppages or lock-outs are justified - especially would this be true when the parties involved are apt to act in the midst of a heated argument. It is the obvious duty and responsibility of the Impartial Chairman to decide any issues which arise - and that responsibility should be left entirely to the Impartial Chairman.

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Case of Ferdinand Kuhn

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II. The Chairman further ruled that the evidence presented indicated that there was considerable doubt among the employees of the shop as to the division of authority between the superintendent and the so-called instructor or foreman. This issue was presented in the case because the firm contested the authority of this instructor or foreman to grant permission for leaves of absence or vacations. The Chairman, accordingly, ruled that the firm should adopt a definite policy in this matter and announce to the employees the exact authority and responsibility of each of these two men.

III. In connection with the contention of the Amalgamated concerning wages, the Chairman ruled that under the decisions of the Advisory Board and the Agreement of the Manufacturers' Association and the Amalgamated, he is not authorized to fix or determine wage-scales in individual shops. However, since the issue of wages in this shop has been raised and further difficulties are apt to develop if the situation is merely ignored, it was recommended by the Chairman that the representatives of the Amalgamated and Manufacturers' Association should investigate the wages in the shop and confer at the earliest possible date concerning the adjustment of this question.

Impartial Chairman.

II. The Chairman further ruled that the evidence presented indicated that there was considerable doubt among the employees of the shop as to the division of authority between the superintendent and the so-called instructor or foreman. This issue was presented in the case because the firm contacted the authority of this instructor or foreman to grant permission for leaves of absence or vacations. The Chairman, accordingly, ruled that the firm should adopt a definite policy in this matter and announce to the employees the exact authority and responsibility of each of these two men.

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Impartial Chairman.

19. DECISION IN CASE OF ANSORGE BROS.

May 28th, 1919.

Complaint by Amalgamated, represented by Mr. Feinberg.

The firm represented by Mr. Hines of the Manufacturers' Association.

An informal hearing was held in this case, on May 26th, and the final hearing on the afternoon of May 28th. No member or representative of the firm attended the latter hearing, although requested to do so.

The complaint, in substance, is that several months ago a man employed as examiner by the firm for some five years, left for a few days on account of the sickness of a relative, claiming permission had been granted for such leave by the foreman. When the man returned, the Manager of the firm refused to take him back on the ground that the foreman had no authority to grant leaves of absence, and that therefore the man had quit his job voluntarily. The matter was discussed with the firm by the Amalgamated representatives at that time, but the man was finally placed in a uniform shop and the issue was not raised again until February. The agent of the Amalgamated has been attempting to arrive at a friendly settlement with the firm, and it was asserted that it had been agreed several times to take the man back, but that when the man reported on several occasions he was put off.

It was asserted by the man in question, who was called as a witness, that the foreman had told him that he had taken up the matter of his leave of absence with a member of the firm, and that full permission had been granted for his temporary absence. He also testified that the men in the shop always dealt with the foreman, who had been accustomed to exercise authority for the firm in cases of leaves of absence and all other labor matters.

I. The Chairman ruled that, in the absence of direct witnesses from the firm for the purpose of cross-examination, the facts as presented must be accepted and that the employee in question should be reinstated by the firm without prejudice, on Monday, June 2nd.

II. The Chairman further ruled that this case is decided on its individual and peculiar merits, and can in no way be regarded as establishing a general precedent.

Chairman

19. DECISION IN CASE OF ANDERSON BROS.

May 28th, 1919.

Complaint by Amalgamated, represented by Mr. Peinberg.
The firm represented by Mr. Hines of the Manufacturers' Association.

An informal hearing was held in this case, on May 28th, and the final hearing on the afternoon of May 28th. No member or representative of the firm attended the latter hearing, although requested to do so.

The complaint, in substance, is that several months ago a man employed as examiner by the firm for some five years, left for a few days on account of the sickness of a relative, claiming permission had been granted for such leave by the foreman. When the man returned, the Manager of the firm refused to take him back on the ground that the foreman had no authority to grant leaves of absence, and that therefore the man had quit his job voluntarily. The matter was discussed with the firm by the Amalgamated representatives at that time, but the man was finally placed in a uniform shop and the issue was not raised again until February. The agent of the Amalgamated has been attempting to arrive at a friendly settlement with the firm, and it was asserted that it had been agreed several times to take the man back, but that when the man reported on several occasions he was put off.

It was asserted by the man in question, who was called as a witness, that the foreman had told him that he had taken up the matter of his leave of absence with a member of the firm, and that full permission had been granted for his temporary absence. He also testified that the man in the shop always dealt with the foreman, who had been accustomed to exercise authority for the firm in cases of leaves of absence and all other labor matters.

I. The Chairman ruled that, in the absence of direct witnesses from the firm for the purpose of cross-examination, the facts as presented must be accepted and that the employee in question should be reinstated by the firm without prejudice, on Monday, June 2nd.

II. The Chairman further ruled that this case is decided on its individual and peculiar merits, and can in no way be regarded as establishing a general precedent.

Chairman

30. DECISION IN CASE OF ULLMAN BROS.

June 4th, 1919.

Complaint by the Amalgamated, represented by Messrs. Jacobson & Center.

The firm was represented by Mr. Ullman and by Mr. Hines of the Manufacturers' Association.

The complaint, in substance, is that a member of the Amalgamated was employed by the firm for a period of three weeks, and then discharged by a member of the firm without following the procedure in discharge cases as outlined in the rulings of the Advisory Board.

The firm stated that the man was notified at the end of his first two weeks of employment that his services were no longer required, but that he returned to the shop the following work day and "insisted on working for the firm." The representative of the firm explained that he had permitted the man to go on working because he "feared difficulties" if he did not do so, and that at the end of the third week they had discharged him without notifying the Employment Manager of the Manufacturers' Association.

I. The Chairman ruled that the employee in question had been discharged in obvious violation of the procedure required by the rulings of the Advisory Board, in view of the fact that the firm could let the man out directly only during the first two weeks' trial employment period agreed to by the Manufacturers' Association and the Amalgamated. The reason given by the firm for continuing the man in employment during the third week can not be accepted as an excuse. No man can compel a firm to employ him and the firm could have been perfectly protected in asserting its rights by taking the matter up at the end of the two weeks' period with the Manufacturers' Association, or, if necessary, with the Impartial Chairman.

II. The employee was ordered reinstated, with compensation for the time lost since his irregular discharge.

Chairman

20. DECISION IN CASE OF ULLMAN BROS.

June 4th, 1918.

Complaint by the Amalgamated, represented by Messrs. Jacobson & Center.

The firm was represented by Mr. Ullman and by Mr. Hines of the Manufacturers' Association.

The complaint, in substance, is that a member of the Amalgamated was employed by the firm for a period of three weeks, and then discharged by a member of the firm without following the procedure in discharge cases as outlined in the rulings of the Advisory Board.

The firm stated that the man was notified at the end of his first two weeks of employment that his services were no longer required, but that he returned to the shop the following work day and "insisted on working for the firm." The representative of the firm explained that he had permitted the man to go on working because he "feared difficulties" if he did not do so, and that at the end of the third week they had discharged him without notifying the Employment Manager of the Manufacturers' Association.

I. The Chairman ruled that the employee in question had been discharged in obvious violation of the procedure required by the rulings of the Advisory Board, in view of the fact that the firm could not let the man out directly only during the first two weeks' trial employment period agreed to by the Manufacturers' Association and the Amalgamated. The reason given by the firm for continuing the man in employment during the third week can not be accepted as an excuse. No man can compel a firm to employ him and the firm could have been perfectly protected in asserting its rights by taking the matter up at the end of the two weeks' period with the Manufacturers' Association, or, if necessary, with the Imperial Chairman.

II. The employee was ordered reinstated, with compensation for the time lost since his irregular discharge.

Chairman

21. DECISION IN CASE OF M. ASINOF & SON

June 6th, 1919.

Complaint by Manufacturers' Association, represented by Mr. White.

Amalgamated represented by Mr. Harry Cohen.

Complaint, in substance, is that the pressers employed by the firm did not report for work on June 5th because the firm had refused to grant a general increase of \$1.00 per week, which had been previously demanded.

The Chairman ruled that the Amalgamated should immediately order the men back to work and that no complaint against the firm would be taken up until the men were at work in the shop. This ruling is based upon the same reasons as given in several previous cases of a similar nature. An additional reason for the ruling in this particular case is the fact that negotiations are now being carried on by the Joint Industrial Council with regard to the general wage situation in the market and no group of individuals can be permitted to take individual action pending these general negotiations. When the men have returned to work, any special complaint that they have must be taken up by the regular representatives of the Amalgamated.

Chairman

21. DECISION IN CASE OF M. ASINOV & SON

June 25th, 1919.

Complaint by Manufacturers' Association, represented

by Mr. White.

Amalgamated represented by Mr. Harry Cohen.

Complaint, in substance, is that the pressers employed

by the firm did not report for work on June 25th because the firm had refused to grant a general increase of \$1.00 per week, which had been previously demanded.

The Chairman ruled that the Amalgamated should immediately order the men back to work and that no complaint against the firm would be taken up until the men were at work in the shop. This ruling is based upon the same reasons as given in several previous cases of a similar nature. An additional reason for the ruling in this particular case is the fact that negotiations are now being carried on by the Joint Industrial Council with regard to the general wage situation in the market and no group of individuals can be permitted to take individual action pending these general negotiations. When the men have returned to work, any special complaint that they have must be taken up by the regular representatives of the Amalgamated.

Chairman

22. DECISION IN CASE OF M. A. FRIEDMAN

June 8th, 1919.

Complaint by Manufacturers' Association, represented by Mr. Hines and Mr. Friedman of the firm.

Amalgamated represented by Mr. J. P. Friedman and Mr. Center.

The complaint, in substance, is that the two cutters employed by the firm were prevented from returning to work at noon on June 4th by order of the Union because on the previous day the cutters had violated the rules of the Union in laying up above the standard height.

The representatives of the Amalgamated explained that a rule of the Cutters' Union requires that members violating the rules of the Union regarding heights of lays shall be automatically suspended from membership in the Union until trial by the Executive Board, and that the Union has regularly exercised the right to discipline members for such violation. The representatives of the firm and of the Amalgamated agreed in stating that the Union had offered to immediately replace the two cutters, but that the firm had refused to accept any substitutes. The Amalgamated representatives explained that they had no complaint against the firm but against the two members of their own Union.

The Chairman ruled that since the decisions of the Advisory Board had not covered the point in issue, and since no agreement had been made between the Amalgamated and the Manufacturers' Association concerning this point when the general strike was settled in January, 1919, that the established practice or rule of the Union must be considered as effective. The Amalgamated and the Manufacturers' Association each have certain powers or rights to discipline their respective members and such rights must be regarded as in force unless they are relinquished in whole or in part by mutual agreement, or unless they conflict with the rulings of the Advisory Board. The Amalgamated, therefore, has the right to discipline their members in this case but must supply the firm with workers, equal in skill and general ability to the suspended members.

Chairman

June 28th, 1919.

Complaint by Manufacturers' Association, represented by Mr. Hines and Mr. Friedman of the firm.

Amalgamated represented by Mr. J. P. Friedman and Mr. Carter.

The complaint, in substance, is that the two cutters employed by the firm were prevented from returning to work at noon on June 28th by order of the Union because on the previous day the cutters had violated the rules of the Union in laying up above the standard height.

The representatives of the Amalgamated explained that a rule of the Cutters' Union requires that members violating the rules of the Union regarding heights of lays shall be automatically suspended from membership in the Union until trial by the Executive Board, and that the Union has regularly exercised the right to discipline members for such violation. The representatives of the firm and of the Amalgamated agreed in stating that the Union had offered to immediately replace the two cutters, but that the firm had refused to accept any substitutes. The Amalgamated representatives explained that they had no complaint against the firm but against the two members of their own Union.

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Chairman

23. DECISION IN CASE OF M. ASINOF & SONS

June 16th, 1919.

At a continued hearing in this case, held on the morning of June 16th, it was definitely proved that pressers have been out of this house since June 4th; that the only time that pressers have been sent to the house to take the places of the former employees was on June 10th, when an entirely new set of pressers reported at the shop, but demanded an increase of from \$5 to \$6 per week over the wages of the old set of employees. The Impartial Chairman has previously instructed the representatives of the Amalgamated Clothing Workers to see that these people returned to work in accordance with the precedent established in the case of Ferdinand Kuhn and other shops.

In view of the fact that no representatives of the Amalgamated appeared at the hearing set and agreed upon for this morning (June 16th), it is summarily ordered that the pressers must be returned to the shop to work on Tuesday morning, June 17th, and that if they are not at work by 10 A.M. of that date, the Chairman will call a hearing and will insist upon some decisive action by the Amalgamated to meet the situation.

Chairman

23. DECISION IN CASE OF M. ASHMOV & SONS

June 18th, 1919.

At a continued hearing in this case, held on the morning of June 18th, it was definitely proved that pressers have been out of this house since June 4th; that the only time that pressers have been sent to the house to take the places of the former employees was on June 10th, when an entirely new set of pressers reported at the shop, but demanded an increase of from \$5 to \$8 per week over the wages of the old set of employees. The Impartial Chairman has previously instructed the representatives of the Amalgamated Clothing Workers to see that these people returned to work in accordance with the precedent established in the case of Ferdinand Kuhn and other shops. In view of the fact that no representatives of the Amalgamated appeared at the hearing set and agreed upon for this morning (June 18th), it is summarily ordered that the pressers must be returned to the shop to work on Tuesday morning, June 17th, and that if they are not at work by 10 A.M. of that date, the Chairman will call a hearing and will insist upon some decisive action by the Amalgamated to meet the situation.

Chairman

24. DECISION IN CASE OF M. ASINOF & SON

June 18 1919

Complaint by Amalgamated, represented by Messrs. Harry Cohen and Ludwig, also a shop-committee of pressers.

Manufacturers' Association, represented by Messrs. Gregg and White, also by Mr. Asinof, Sr. and the foreman of the firm.

With reference to the two previous decisions on June 6th and 16th in connection with the walk-out of the firm's pressers, it was reported by both sides that the pressers had returned to work on June 17th and a hearing was held on the afternoon of June 17th to take up certain complaints of the pressers.

The three causes of complaint are briefly: (1) the firm failed to carry out an alleged promise of the foreman to the pressers of a \$1 increase for the week ending May 31st; (2) that on June 3d the pressers were laid off for one-half day without justification; (3) that, in view of the time lost by controversies in this case, the firm should pay for a full day on June 17th.

After a full hearing and examination of many witnesses, the Chairman made the following findings of fact and rulings:

I. The foreman evidently made a promise of a \$1 increase for the week ending May 31st to four pressers who approached him and while the promise was conditioned upon increased production, it was quite clearly an absolute promise with the condition subsequent and not precedent. The weight of evidence also showed that the four men acted as a committee for all the pressers and that the \$1 increase promised was supposed to apply to all the pressers. This is especially borne out by the fact that each of the four men represented a different set and had been duly elected

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With reference to the two previous decisions on June 6th and 15th in connection with the walk-out of the firm's pressers, it was reported by both sides that the pressers had returned to work on June 15th and a hearing was held on the afternoon of June 17th to take up certain complaints of the pressers.

The three causes of complaint are briefly: (1) the firm failed to carry out an alleged promise of the foreman to the pressers of a \$1 increase for the week ending May 31st; (2) that on June 2d the pressers were laid off for one-half day without justification; (3) that, in view of the time lost by controversies in this case, the firm should pay for a full day on June 17th.

After a full hearing and examination of many witnesses, the Chairman made the following findings of fact and rulings:

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(Case 24 continued)

as a committee by the combined acts. Whether or not the foreman had technical or legal authority to promise an increase for all the pressers, the firm should sustain his apparent authority and, in the interest of good faith as well as good will, see that his promises are carried out. Accordingly, the firm is ordered to pay the \$1 increase to all the pressers for the week ending May 31st, and for such time as they worked thereafter up to June 4th. From June 17th, when the men returned to work after an absence of 13 days, the men are to be paid in accordance with the scale or schedule agreed upon by the Joint Industrial Council, which it has been agreed will be effective from June 15 1919.

II. The evidence is somewhat conflicting concerning the cause for laying the pressers off for one-half day on June 3d. However, it is clear that there had been considerable feeling between the foreman and the pressers concerning a one-half day lay-off on June 2d and concerning an attempt of the foreman to lay them off on the morning of May 31st, and that, in laying the men off for the one-half day on June 3d, the foreman was somewhat influenced by a feeling of resentment against the men. On the facts as presented, the Chairman ruled that the firm could very probably have planned the work so as to keep the men employed all day on June 3d, especially in view of the lost time on the two preceding days. The firm was accordingly ordered to pay the pressers for a full day on June 3d.

III. There are no facts or arguments to support the claim of the pressers for pay for the full day on June 17th and it was ruled that they shall be paid only from the time they returned to work on that day.

(Case 34 continued)

as a committee by the combined acts. Whether or not the foreman had technical or legal authority to promise an increase for all the press-ers, the firm should maintain his apparent authority and, in the inter-est of good faith as well as good will, see that his promises are carried out. Accordingly, the firm is ordered to pay the \$1 increase to all the pressers for the week ending May 31st, and for such time as they worked thereafter up to June 4th. From June 17th, when the men returned to work after an absence of 13 days, the men are to be paid in accordance with the scale or schedule agreed upon by the Joint Industrial Council, which it has been agreed will be effective from June 15 1918.

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III. There are no facts or arguments to support the claim of the pressers for pay for the full day on June 17th and it was ruled that they shall be paid only from the time they returned to work on that day.

25. DECISION IN CASE OF SCHWARTZ & JAFFEE

June 19 1919

Complaint by Amalgamated represented by Messrs. David Wolf and Brand.

Manufacturers' Association represented by Mr. Tyrrell, also by Mr. Schwartz, Jr., and Mr. Fields of the firm.

The complaint, in substance, is that the firm is employing a non-union man to make canvas pads or fronts. The firm alleges that the man owns his own machine and the evidence submitted shows that this man has floor space in the firm's shop and that until recently he has employed workers and made canvas fronts for the firm; several weeks ago his employees left on account of certain difficulties and at present he is doing all the work himself. The firm charges the man no rent, delivers his canvas and pays him so much per pad or front.

The Chairman ruled that the man is in effect, and for all practical purposes, a piece-rate worker - the only unusual feature being the ownership of his own machine. On the evidence submitted, the man in question is neither a "sub-contractor," as claimed by the Union, nor an independent canvas-pad manufacturer, as claimed by the firm. The basis upon which the members of the Manufacturers' Association are working with the Amalgamated is clearly a closed-shop agreement, and, therefore, the firm can not continue this man in his present employment or position, in view of the fact that he is not a member of any branch of the Amalgamated.

Chairman.

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The Chairman ruled that the man is in effect, and for all practical purposes, a piece-rate worker - the only unusual fact - being the ownership of his own machine. On the evidence submitted, the man in question is neither a "sub-contractor," as claimed by the Union, nor an independent canvas-pad manufacturer, as claimed by the firm. The basis upon which the members of the Manufacturers' Association are working with the Amalgamated is clearly a closed-shop agreement, and, therefore, the firm can not continue this man in his present employment or position, in view of the fact that he is not a member of any branch of the Amalgamated.

Chairman.

26. DECISION IN CASE OF S & L COHEN

June 19 1919

Complaint by Manufacturers' Association, represented by Mr. Hines and Miss Trus, also Mr. S. Cohen and Mr. Sugerman of the firm. Amalgamated represented by Messrs. Center and Jacobson.

The complaint, in substance, is that the Amalgamated refuses to permit a member of the firm to work as a cutter in the shop with the regularly employed cutters who are members of the Amalgamated. The evidence submitted showed that the firm member in question has worked in the shop for several years but that at various times there have been disputes concerning the matter and on several occasions he has been taken out of the cutting-room for varying periods of time on account of objections by the Amalgamated. It was shown that for a few weeks before the general strike or lock-out in the fall of 1918, the firm member in question had not worked on the floor as a result of an agreement between the Union and the firm. Evidence was also submitted showing that the Amalgamated, as a national organization, has a rule that no employer or manufacturer can be a member.

The Chairman ruled that in view of the fact that the workers employed by the members of the Manufacturers' Association had returned to work in January 1919 on a closed-shop basis or agreement, and as the Advisory Board made no ruling or exception concerning members of firms, the man in question can not be permitted to work as a cutter in the shop. Unless changed by mutual agreement, or by rulings of the Advisory Board, only members of the Amalgamated can be employed, and since this man is not and can not become a member of the Amalgamated there is no argument to support a contrary decision.

Chairman

June 18 1918

Complaint by Manufacturers' Association, represented by Mr. Hines and Miss True, also Mr. S. Cohen and Mr. Sugarman of the firm. Amalgamated represented by Messrs. Carter and Jacobson.

The complaint, in substance, is that the Amalgamated refused to permit a member of the firm to work as a cutter in the shop with the regularly employed cutters who are members of the Amalgamated. The evidence submitted showed that the firm member in question has worked in the shop for several years but that at various times there have been disputes concerning the matter and on several occasions he has been taken out of the cutting-room for varying periods of time on account of objections by the Amalgamated. It was shown that for a few weeks before the general strike or lock-out in the fall of 1918, the firm member in question had not worked on the floor as a result of an agreement between the Union and the firm. Evidence was also submitted showing that the Amalgamated, as a national organization, has a rule that no employer or manufacturer can be a member.

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27. DECISION IN CASE OF H. BREWSTER & CO.

July 18th, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Gregg and Greif, also by Messrs. Brewster and Simmons of the firm.

Amalgamated represented by Mr. Kropetzky and Committee of one employee from the shop.

* * * *

The complaint, in substance, is that a pocket-maker struck a member of the firm with a chair during a discussion concerning the quality of his work. Both sides agreed in stating that the Amalgamated agent had called the men out of the shop the day after the above occurrence because of the refusal of the firm to keep the pocket-maker in its employ, also that the firm became a member of the Manufacturers' Association just a few hours before this occurrence and that the Amalgamated officials did not know the firm was a member of the Association for a day after the men had been called out.

The member of the firm who claimed that he was assaulted by the pocket-maker stated that the man became angry when a question concerning the quality of his work was raised and intentionally struck the firm member with a chair. The foreman of the shop and the pocket-maker in question both testified that there had been a rather excited discussion between the firm member and the pocket-maker; that the pocket-maker was seated at his machine and during the discussion stood up suddenly and pushed his chair out of his way down the aisle; but both men stated that if the chair

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hit the firm member at all, it was only lightly and by accident, that the man did not intend to hit anyone and that when the firm member complained that the chair hit him, the man immediately apologized.

I. The Chairman ruled that at the time the men were called out by the agent, the Amalgamated officials had not been advised that the firm had joined the Manufacturers' Association a few hours previously, and that, therefore, there was no violation of any agreement between the Manufacturers' Association and the Amalgamated. Any issues arising out of the stoppage of work are, consequently, not within the jurisdiction of the impartial chairman and must be decided between the firm and the Amalgamated on the same basis that such issues are handled where a firm is not a member of the Association. The Chairman recommended that hereafter the Manufacturers' Association should notify the Amalgamated officials of the election of any firm to membership within twenty-four hours after such election.

II. The Chairman ruled that the evidence, particularly that presented by the foreman, indicated that there had been no deliberate assault made by the pocket-maker, that the firm member was not injured in any measurable degree, and that the whole affair was merely in the nature of a trivial accident. It was accordingly ordered that all the men of the shop including the pocket-maker should return to work immediately.

Chairman

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28. DECISION IN CASE OF EPSTEIN & CHARLES DOUGLIS CO.

July 19th, 1919.

The question involved was presented on a brief statement of facts by Messrs. Gregg and Hines of the Manufacturers' Association, Mr. Douglass of the firm and Mr. Bernstein of the Amalgamated.

The firm is opening up a new shop, and the workers who are being employed demand the scale rates which have been presented by the Amalgamated for the respective operations, but which have not been agreed to or accepted by the Manufacturers' Association. All the parties involved asked for a ruling as to what rates they should pay to these new employees.

The Chairman ruled that the workers should be employed in the new shop at the same rates as employees performing the same operations in the old shop of the firm, and that the new employees should be put upon the same basis as the employees in the old shop in receiving any increases that may later be necessary to bring them up to whatever scales may be established in the industry as a whole.

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Chairman

July 19th, 1919.

The question involved was presented on a brief statement of facts by Messrs. Gregg and Hines of the Manufacturers' Association, Mr. Douglas of the firm and Mr. Bernstein of the Amalgamated. The firm is opening up a new shop, and the workers who are being employed demand the scale rates which have been presented by the Amalgamated for the respective operations, but which have not been agreed to or accepted by the Manufacturers' Association. All the parties involved asked for a ruling as to what rates they should pay to these new employees.

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Chairman

29. DECISION IN CASE OF EMPIRE NOVELTY CO.

July 21st, 1919.

Complaints were registered by both parties in this case.

Manufacturers' Association represented by Messrs. Gregg and Hines, and also by Mr. Workman of the firm.

Amalgamated represented by Messrs. J.P. Friedman and Weinstein.

The first hearing was held on July 14th, 1919 and it was brought out that, on the preceding Friday, a business agent of the Amalgamated had called at the office of the firm to discuss with the manager a charge that the firm was doing "cut, make and trim" work; that the discussion with the manager became somewhat heated and that the business agent, claiming that the manager had insulted him by using profane language and by practically forcing him out of the office, called the cutters out and caused a stoppage of work.

The Chairman immediately refused to proceed further with the case until the men were sent back to work and ordered that the Amalgamated officials should see that the men returned at once. This ruling was passed on several previous decisions establishing the principle that parties can not be allowed to take any such action to enforce the agreement of the Manufacturers' Association and the Amalgamated pending a decision by the Impartial Chairman.

The hearing was continued on July 15th, 1919 with Messrs. Gregg, Workman and Weinstein present; also two office employees of the firm.

The Chairman was notified that the men had been sent back to work in accordance with his ruling of the previous day.

On the issue as to the firm doing "cut, make and trim"

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The Chairman was notified that the men had been sent back to work in accordance with his ruling of the previous day. On the issue as to the firm doing "cut, make and trim"

29. DECISION IN CASE OF EMPIRE NOVELTY CO. (continued - 2)

work, the Amalgamated alleged that piece goods had been sent by the firm to another clothing manufacturer and that they had reason to believe that the latter firm was to cut these goods. The manager of the firm presented bills and receipts to prove that his firm had purchased some piece goods from this other manufacturer on June 25th and on July 1st had returned forty pieces as unsatisfactory, keeping the rest in the course of a bona fide purchase of cloth.

The firm's manager and two office employees of the firm and the representatives of the Amalgamated were examined fully concerning the conversation which took place between the business agent and the manager at the latter's office on the preceding Friday.

I. The Chairman ruled that there was no evidence to support the charge that the firm was doing "cut, make and trim" work, so that consideration of this issue was not necessary.

II. In connection with the other issue, the Chairman ruled that the weight of the evidence indicated that the manager of the firm had immediately assumed a very antagonistic attitude toward the business agent of the Amalgamated and had used very strong language at least in refusing to have any discussion with him and in practically ordering him from the premises. The evidence further indicated that there was no sufficient justification for such treatment by the manager because, under the Agreement in the market, representatives of the Amalgamated have the privilege of going to the offices, cutting rooms, or work rooms of members of the Manufacturers' Association at reasonable hours to discuss matters pertaining to industrial relations. The business agent of the Amal-

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29. DECISION IN CASE OF EMPIRE NOVELTY CO. (continued - 3)

gamated was also at fault in calling the men out and causing a stoppage of work. The case presents a situation where both parties were at fault in practically taking the law established by agreement into their own hands. It was accordingly ruled that, since both parties have assumed to act in this manner, they must equally share the responsibility and bear the consequences in paying the wages of the men for the day that they were out of employment.

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Chairman.

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Chairman.

30. DECISION IN CASE OF CONTRACTING SHOP FOR SCHWARTZ & JAFFE.

July 21st, 1919.

This is a case involving the shop of a contractor and was submitted for decision by agreement of the parties.

Complaint by Amalgamated, represented by Messrs. H. Cohen also by Mr. Goldman of the firm.

The following facts were agreed upon by all parties:-

For a number of years the firm of Schwartz & Jaffe have been paying a contractor, for the benefit of the workers, $3\frac{1}{2}\text{¢}$ extra on each pair of knee-pants for extra work on a particular style of pants. Within the past few weeks another manufacturer, who is a member of the Association, has been paying a contractor in the same line $4\frac{1}{2}\text{¢}$ extra for exactly similar extra work. (The Manufacturers' Association state this is only a special lot being done by the other firm and that this rate is, therefore, merely a temporary matter.)

The Amalgamated representative alleged that the workers in the contractor's shop used by Schwartz & Jaffe have been dissatisfied for several months because they claim that $3\frac{1}{2}$ extra cents is not sufficient, and that they have refused to do this ~~xx~~ extra work for some two weeks because they have learned that workers in another contracting shop are getting $4\frac{1}{2}\text{¢}$ extra for this work.

The workers asked that they be given an additional $1\frac{1}{4}\text{¢}$ for this extra work.

The Chairman ruled that, in view of the recent general increases in the wages of the workers, and in view of the fact that

30. DECISION IN CASE OF CONTRACTING SHOP FOR SCHWARTZ & JAFFE.

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The following facts were agreed upon by all parties:-
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30. DECISION IN CASE OF CONTRACTING SHOP FOR SCHWARTZ & JAFFE

(continued - 2)

the demand for this particular increase was made in the height of the season, the firm should not be required to pay either the increase asked by the workers or the rate which is being paid temporarily by another firm. However, since the rate has been static for many years, it was ordered that it be increased from $3\frac{1}{2}$ cents to 4 cents to keep pace with the general increases in piece rates.

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Chairman

30. DECISION IN CASE OF CONTRACTING SHOP FOR SCHWARTZ & JAFFE

(continued - 2)

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crease asked by the workers or the rate which is being paid temporarily by another firm. However, since the rate has been static for many years, it was ordered that it be increased from 3½ cents to 4 cents to keep pace with the general increases in

piece rates.

Chairman

31. DECISION IN CASE OF C. & I. EVANS CO.

July 22nd, 1919.

Complaint by the Amalgamated represented by Messrs. Nemetzky and L. Winder.

Manufacturers' Association represented by Messrs. Gregg and Lenzer, also by Mr. Evans of the firm.

The complaint, in substance, is that a worker employed in the shop was promised, late in May, a \$3 per week increase in wages over and above any increases which might be given generally in the shop, and that the firm has constantly postponed the fulfillment of this promise.

After a full examination at the original hearing, also at a subsequent hearing at which the foreman of the shop and the worker in question were present, the Chairman ruled that it was clearly established that the foreman had, in the month of May, promised this man an increase of Three Dollars to be effective immediately and not to be included in any subsequent general increases.

It has rightly been the established principle of the Manufacturers' Association to compel its members to carry out any promises which have not conflicted with the known and established agreements and policies of the Manufacturers' Association, and the Chairman accordingly ruled that the promise in this case should be carried out by the firm. It goes without saying that the promise of a foreman, who has complete charge of the labor force and all wage matters, must be held to bind the firm, since the foreman undoubtedly has real as well as apparent authority, to make such promises. Since it was established in the evidence

31. DECISION IN CASE OF C. & I. EVANS CO.

July 22nd, 1913.

Complaint by the Amalgamated represented by Messrs.

Hemstady and L. Winder.

Manufacturers' Association represented by Messrs. Gregg

and Lonsay, also by Mr. Evans of the firm.

The complaint, in substance, is that a worker employed in the shop was promised, late in May, a \$3 per week increase in wages over and above any increases which might be given generally in the shop, and that the firm has constantly postponed the fulfillment of this promise.

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~~to make such promises. Since it was established in the evidence~~
that the firm had given the man One Dollar per week as a partial
performance of the promise, the man is entitled to receive only
Two Dollars per week more. However, in view of the fact that
the case has been so long delayed in presentation, the Chairman
ruled that the man should receive his increase only from the
current week beginning July 14th, 1918.

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Chairman

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that the firm had given the man One Dollar per week as a partial
performance of the promise, the man is entitled to receive only
Two Dollars per week more. However, in view of the fact that
the case has been so long delayed in presentation, the Chairman
ruled that the man should receive his increase only from the
current week beginning July 1st, 1919.

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Chairman

32. DECISION IN CASE OF LIPSHITZ & CO.

August 1st, 1919.

Complaint by Amalgamated represented by Mr. Weinstein.

Manufacturers' Association represented by Messrs. Gregg, Hines and Schafler, also Mr. Lipshitz of the firm.

The Amalgamated presented several complaints concerning conditions in this shop. The cutters had been called out of the shop by the Amalgamated because it was alleged that the firm was doing "out, make and trim" work. The Chairman ruled that, following the precedents already established in previous decisions, no matters would be taken up until the men were sent back to work.

Upon being notified that the men had been sent back to work, a hearing was held.

With regard to the charge concerning "out, make and trim" work, the firm entered into an agreement to do no more such work, and the Amalgamated agreed to make some arrangements for overtime work in the shop in order that production may not be hindered and in view of the fact that there is not enough room for more cutters.

The Amalgamated further alleged that the man employed by the firm for over a year as a marker had been paid the markers' scale of wages up to June 2nd, 1919, but that the firm refused to pay him the new markers' scale, effective on that date, claiming that he was not a marker. The Union submitted proof that the man had been rated as a marker in the Union since 1916 and had been a marker for a number of years previous to that time. The contention of the firm was that while this man can do chalking work, he is not competent to take complete charge of laying the patterns.

32. DECISION IN CASE OF LIPSHITZ & CO.

August 1st, 1919.

Complaint by Amalgamated represented by Mr. Weinstein.
Manufacturers' Association represented by Messrs. Gregg,
Hines and Schaffler, also Mr. Lipshitz of the firm.
The Amalgamated presented several complaints concerning
conditions in this shop. The cutters had been called out of the
shop by the Amalgamated because it was alleged that the firm was
doing "cut, make and trim" work. The Chairman ruled that, fol-
lowing the precedents already established in previous decisions,
no matters would be taken up until the men were sent back to work.
Upon being notified that the men had been sent back to
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With regard to the charge concerning "cut, make and
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is not competent to take complete charge of laying the patterns.

32. DECISION IN CASE OF LIPSHITZ & CO.

(continued - 2)

As part of this complaint, the Amalgamated alleged that a brother of a member of the firm does practically all the laying of patterns as a marker and that he has no right to do this work since he is not a member of the Amalgamated. It was admitted by the representatives of the firm that this brother of a member of the firm does do some of the work of a marker, because they feel the worker employed as a marker is not competent to make all the lays where closer work is necessary; but they also claimed this man acts as a general sort of manager and does little marking.

I. The Chairman ruled that Decision No. 26 applied to the question of employing a brother of a member of the firm who is not a member of the Amalgamated, and that, therefore, the firm is not entitled to employ him for a longer period. However, since it was agreed that peculiar training is necessary for some of the marking in this establishment, the Chairman ruled that the brother of the firm member be permitted to act as an instructor and marker for a period of three months, to train a man as marker.

II. The Chairman ruled that the man who had been employed as a marker for a year or more at the regular markers' scale must receive the general new scale for markers as established by agreement between the Manufacturers' Association and the Amalgamated.

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Chairman

52. DECISION IN CASE OF LIPSCHITZ & CO.

(continued - 2)

As part of this complaint, the Amalgamated alleged that a brother of a member of the firm does practically all the laying of patterns as a marker and that he has no right to do this work since he is not a member of the Amalgamated. It was admitted by the representatives of the firm that this brother of a member of the firm does do some of the work of a marker, because they feel the worker employed as a marker is not competent to make all the lays where closer work is necessary; but they also claimed this man acts as a general sort of manager and does little marking.

I. The Chairman ruled that Decision No. 26 applied to the question of employing a brother of a member of the firm who is not a member of the Amalgamated, and that, therefore, the firm is not entitled to employ him for a longer period. However, since it was agreed that peculiar training is necessary for some of the marking in this establishment, the Chairman ruled that the brother of the firm member be permitted to act as an instructor and marker for a period of three months, to train a man as marker.

II. The Chairman ruled that the man who had been employed as a marker for a year or more at the regular markers' scale must receive the general new scale for markers as established by agreement between the Manufacturers' Association and the Amalgamated.

33. DECISION IN CASE OF ANSELOWITZ & LUBINSKY

August 8th, 1919.

Complaint by Amalgamated represented by Mr. Weinstein.

Manufacturers' Association represented by Messrs. Gregg, Hines; also by Mr. Lubinsky of the firm.

The complaint, in substance, is that some time ago the firm promised all the employees in the cutting room an increase in wages of \$3.00 per week; but when the increase was actually paid, the firm failed to give it to two of the employees. The firm stated that this general increase was not given to the two men in question because they had only been employed a few weeks previous to the promise and all the other workers in the shop had been in the firm's employ for a long period of time.

The Chairman ruled that the two men in question were entitled to the \$3.00 increase. They were regular employees of the firm at the time the increase was promised to all the employees in the shop, and, since it was a general promise covering the shop, there is no reason why they should be excluded.

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Chairman

33. DECISION IN CASE OF ANGELOWITZ & LUBINSKY

August 8th, 1919.

Complaint by Amalgamated represented by Mr. Weinstein.
Manufacturers' Association represented by Messrs. Gregg.
Hines; also by Mr. Lubinsky of the firm.
The complaint, in substance, is that some time ago the
firm promised all the employees in the cutting room an in-
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actually paid, the firm failed to give it to two of the
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The Chairman ruled that the two men in question were
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of the firm at the time the increase was promised to all the
employees in the shop, and, since it was a general promise
covering the shop, there is no reason why they should be
excluded.

Chairman

34. DECISION IN CASE OF H. THEODOR.

August 8th, 1919.

This was a complaint concerning a contracting shop, submitted by agreement of the parties.

Complaint by Amalgamated, represented by Mr. Haas.

Manufacturers' Association represented by Mr. Gregg.

Contractors' Association represented by Mr. Taub.

The complaint, in substance, is that a contractor doing work for members of the Manufacturers' Association failed to pay to a girl worker the general increase of June 16th, agreed upon for the market; that after several weeks of argument with the contractor and the Contractors' Association, the agent of the Amalgamated called the workers out of the shop for one day - at the end of that time compelling the contractor to pay the girl the increase to which she was entitled; that now the contractor refuses to pay the workers for the day they were out to enforce payment to the worker.

The representative of the Contractors' Association admitted the above facts, but maintained that he had been ready and willing to have the case taken to the Impartial Chairman; and the Manufacturers' Association took the position that it would have compelled the contractor to pay the girl the increase to which she was entitled, if the matter had been called to their attention before the stoppage of work.

34. DECISION IN CASE OF H. THEODOR

August 8th, 1918.

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submitted by agreement of the parties.

Complaint by Amalgamated, represented by Mr. Haas.
Manufacturers' Association represented by Mr. Gregg.
Contractors' Association represented by Mr. Taub.

The complaint, in substance, is that a contractor doing
work for members of the Manufacturers' Association failed to
pay to a girl worker the general increase of June 18th, agreed
upon for the market; that after several weeks of argument with
the contractor and the Contractors' Association, the agent of
the Amalgamated called the workers out of the shop for one day -
at the end of that time compelling the contractor to pay the
girl the increase to which she was entitled; that now the con-
tractor refuses to pay the workers for the day they were out
to enforce payment to the worker.

The representative of the Contractors' Association ad-
mitted the above facts, but maintained that he had been ready
and willing to have the case taken to the Imperial Chairman;
and the Manufacturers' Association took the position that it
would have compelled the contractor to pay the girl the increase
to which she was entitled, if the matter had been called to
their attention before the stoppage of work.

34. DECISION IN CASE OF H. THEODOR (continued - 2)

The Chairman ruled that under the precedents established in several previous cases, the contractor was not obligated to pay the workers for the day lost. It would be clearly ~~not~~ contrary to both the spirit and letter of the understanding under which the Manufacturers' Association and the Amalgamated are working if the Impartial Chairman were to award the workers pay for time lost as the result of a voluntary stoppage of work. It is not necessary to reiterate all the reasons for this ruling, as they have been stated in previous decisions. The broad guiding principle is that neither side should be encouraged or permitted to take the enforcement of the Agreement into its own hands, since there is a method agreed upon for the adjusting and deciding of any issues that may arise between the workers and employers.

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Chairman

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Chairman

35. DECISION IN CASE OF SCHWARTZ & JAFFEE

August 12th, 1919.

Complaint by Amalgamated, represented by Mr. Stone and committee of one from the shop.

Manufacturers' Association represented by Messrs. Gregg and Hines, also by Mr. Fields of the firm.

The complaint, in substance, is that a worker employed by the firm for $6\frac{1}{2}$ years, in charge of the buying and matching of small trimmings and buttons, received no increase on June 2, 1919 when a general increase or change of scale for employees in the cutting rooms was agreed upon by the Manufacturers' Association. It is the contention of the Amalgamated that this worker should be classified as a trimmer and receive a trimmer's scale of wages. It is the contention of the firm that the man is not a skilled mechanic, and it is their opinion that he should not be classed with skilled workers such as trimmers.

The Chairman ruled that the man should be awarded a \$5. per week increase, to be effective from the day of the hearing on July 29, 1919, in view of the fact that the workers in all branches of the trade have received approximately that increase during the season, and in view of the fact that this man has always been granted increases in the past whenever general increases were made in the market. However, the classification of this worker would affect the market generally and the Chairman accordingly ruled that he was not to be classified as a trimmer; decision on the point of classification being reserved until an investigation is made concerning the status of workers performing similar functions and until the issue is presented as a general one.

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Chairman

35. DECISION IN CASE OF SCHWARTZ & JAFFE

August 12th, 1919.

Complaint by Amalgamated, represented by Mr. Stone and committee of one from the shop.

Manufacturers' Association represented by Messrs. Gregg

and Hines, also by Mr. Fields of the firm.

The complaint, in substance, is that a worker employed

by the firm for 6 1/2 years, in charge of the buying and watching of small trimmings and buttons, received no increase on June 2, 1919

when a general increase or change of scale for employees in the

cutting rooms was agreed upon by the Manufacturers' Association.

It is the contention of the Amalgamated that this worker should be

classified as a trimmer and receive a trimmer's scale of wages.

It is the contention of the firm that the man is not a skilled

mechanic, and it is their opinion that he should not be classed

with skilled workers such as trimmers.

The Chairman ruled that the man should be awarded a \$5.

per week increase, to be effective from the day of the hearing on

July 25, 1919, in view of the fact that the workers in all branches

of the trade have received approximately that increase during the

season, and in view of the fact that this man has always been

granted increases in the past whenever general increases were made

in the market. However, the classification of this worker would

affect the market generally and the Chairman accordingly ruled

that he was not to be classified as a trimmer; decision on the

point of classification being reserved until an investigation is

made concerning the status of workers performing similar functions

and until the issue is presented as a general one.

36. DECISION IN CASE OF SCHWARTZ & JAFFEE

August 13th 1919

Complaint by Amalgamated, represented by Mr. Stone.

Manufacturers' Association represented by Messrs. Gregg and Hines, also by Mr. Fields of the firm.

The complaint, in substance, is that machine cutters in one shop of the firm have in the past received \$1. per week more than the markers, but that when the general new scale of wages was put into effect on June 2, 1919, the firm paid the machine cutters only the \$40. per week scale which was also paid to the markers. The Manufacturers' Association and the firm contended that the general agreement between the Manufacturers' Association and the Amalgamated placed both machine cutters and markers within the \$40. rate, and, therefore, the firm was justified in its position.

The Chairman ruled that the general agreement entered into by the Manufacturers' Association and the Amalgamated, rather than any particular alleged custom in the shop of the firm, must govern the determination of the issue presented. Since the representatives of the cutters agreed to one fixed scale for both machine cutters and markers, it is not only the legal but the natural presumption that any customs pertaining to particular firms or individuals were set aside and superceded by the general agreement for the industry. It was accordingly ordered that the firm should pay the machine cutters only the \$40. scale as agreed upon.

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Chairman

36. DECISION IN CASE OF SCHWARTZ & JAFFE

August 13th 1919

Complaint by Amalgamated, represented by Mr. Stone.
Manufacturers' Association represented by Messrs. Gregg
and Hines, also by Mr. Fields of the firm.

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contended that the general agreement between the Manufacturers'
Association and the Amalgamated placed both machine cutters and
markers within the \$40. rate, and, therefore, the firm was
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The Chairman ruled that the general agreement entered into
by the Manufacturers' Association and the Amalgamated, rather
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Chairman