

37.

DECISION IN CASE OF SCHWARTZ & JAFFEE

September 16, 1919.

Complaint by Amalgamated, represented by Messrs. Schnall and Stone and committee from shop.

Manufacturers' Association represented by Mr. Hines also by Mr. Fields of the firm.

The complaint, in substance, is that four men employed by the firm in its lining department are in fact doing regular trimming work and should receive the trimmers' scale rather than the lining cutters' scale of wages. The first hearing was held in the matter several weeks ago, but the decision was reserved at the request of the complainants. On September 19th, the case was re-opened at the request of both sides and a decision asked, Mr. Gitchell of the Manufacturers' Association and Mr. J. P. Friedman of the Amalgamated being present.

1. The Chairman ruled that, on the facts and evidence submitted, the four men in question are entitled to receive the trimmers' scale of wages, it being distinctly understood that this is not to be considered as establishing a precedent, but merely as a ruling on the particular cases involved.

2. The Chairman ruled that since the decision in this case has been held up at the request of the complainants, the men involved should receive the trimmers' scale of wages from September 19, 1919, the date that the case was re-opened.

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Chairman

September 18, 1919.

Complaint by Amalgamated, represented by Messrs.

Schnall and Stone and committee from shop.

Manufacturers' Association represented by Mr. Hines

also by Mr. Fields of the firm.

The complaint, in substance, is that four men employed

by the firm in its lining department are in fact doing regular

trimming work and should receive the trimmers' scale rather than

the lining cutters' scale of wages. The first hearing was held

in the matter several weeks ago, but the decision was reserved

at the request of the complainants. On September 18th, the

case was re-opened at the request of both sides and a decision

sought. Mr. Mitchell of the Manufacturers' Association and Mr.

J. P. Friedman of the Amalgamated being present.

1. The Chairman ruled that, on the facts and evidence

submitted, the four men in question are entitled to receive the

trimmers' scale of wages, it being distinctly understood that

this is not to be considered as establishing a precedent, but

merely as a ruling on the particular cases involved.

2. The Chairman ruled that since the decision in this

case has been held up at the request of the complainants, the men

involved should receive the trimmers' scale of wages from September

18, 1919, the date that the case was re-opened.

38. DECISION IN CASE OF HYMAN ABRAMS

September 17, 1919.

Mr. Greef of the Manufacturers' Association and Mr. Weinstein of the Amalgamated agreed in submitting the following statement of facts and request for action:-

The firm has been employing cutters who have been automatically dropped from membership in the Union, having failed to pay dues for a period of nine months; the firm also refuses to permit business agents of the Amalgamated in the shop. The Amalgamated has asked that the entire case be submitted to this office for decision, but the firm has refused to do so. The Association joins the Amalgamated in the suggestion that under the circumstances, the Amalgamated is at liberty to take such action as it deems necessary, and that the Association will not protect the firm in any manner in connection with this issue.

The Chairman ruled that the joint request is granted and that since the firm has voluntarily put itself outside of the collective agreement and the impartial machinery, it must submit to any consequences that may result in this particular situation. On these issues the firm will receive no hearing or consideration from this office.

George L. Bell
Chairman

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September 17, 1919.

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The Chairman ruled that the joint request is granted and that since the firm has voluntarily put itself outside of the collective agreement and the impartial machinery, it must submit to any consequences that may result in this particular situation. On these issues the firm will receive no hearing or consideration from this office.

Chairman

Ray T. Hill

39. DECISION IN CASE OF SINDEL & STEIN

September 17, 1919.

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

Amalgamated represented by Mr. J. P. Friedman.

The complaint, in substance, is that a machine cutter who has been employed by the firm for a number of years was removed by the Amalgamated to another shop, and that the representative of the Amalgamated has refused to return him, and merely offers to replace him with another cutter. The Amalgamated representative stated that the cutter in question was removed from the shop as a matter of discipline by the executive committee of his Union after several trials and convictions for breach of Union rules; the Amalgamated claims that it has a right to discipline its members for violation of Union rules and principles.

The representative of the Manufacturers' Association stated that since the manufacturers and the workers are dealing collectively they deem it in the interest of both sides not only to permit, but to encourage effective discipline among the membership of both the Manufacturers' Association and the Amalgamated, in order that strong and effective organizations may be maintained on both sides; that the Manufacturers' Association wishes to reserve its right to discipline its own members without question and therefore, it does not desire "To go into the reasons why the Amalgamated wishes to discipline any particular man" but it merely asks that the members of the Manufacturers' Association be safeguarded as much as possible in connection with the manner in which disciplinary action is taken by the Amalgamated.

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The complaint, in substance, is that a machine cutter who has been employed by the firm for a number of years was removed by the Amalgamated to another shop, and that the representative of the Amalgamated has refused to return him, and merely offers to replace him with another cutter. The Amalgamated representative stated that the cutter in question was removed from the shop as a matter of discipline by the executive committee of his Union after several trials and convictions for breach of Union rules; the Amalgamated claims that it has a right to discipline its members for violation of Union rules and principles.

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39. DECISION IN CASE OF SINDEL & STEIN - (continued-2)

1. In view of the position taken by the Manufacturers' Association that a mutual or common right is involved, the Chairman ruled that the Amalgamated's right to discipline the member in this particular case cannot be questioned. The right of the Amalgamated to maintain collective and unified strength by disciplinary measures is acknowledged by the Manufacturers' Association as the necessary corollary of the right of the Manufacturers' Association to discipline its membership. Therefore, the Amalgamated is under no obligation to return the cutter in question.

2. The Chairman further ruled, however, that every case of this nature must be considered on its own merits as to the effect of disciplinary action taken by either party to the agreement. No one principle or precedent can be established to govern absolutely every case. However, the disciplinary action must not be such as to cripple seriously the working force of any shop, as the object is to punish not the manufacturer but the Union member. In this particular case the Amalgamated is under absolute obligation to replace the man removed with a worker of equal efficiency and, if possible, equal experience in the particular line of work.

3. The Chairman further ruled that since the Agreement and rulings of the Advisory Board had not provided any method of procedure in connection with disciplinary measures, that if in the future either party to this machinery desires to take disciplinary action in connection with a member, the representative of the other party be notified in advance of this intended action, in order that measures may be worked out to avoid any hardship or disagreement.

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Chairman.

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40. DECISION IN CASE OF SCHWARTZ & JAFFEE

September 18, 1919.

An agreed statement of facts was submitted by both parties for decision by the Impartial Chairman.

Messrs. Gregg of the Manufacturers' Association, Fields of the firm, and Messrs. Drubin, Bernstein and Heller of the Amalgamated, together with the shop committee of the firm were present.

On August 4, 1919, an arrangement was made between the representatives of the firm and the shop committee that all workers in the shop under a certain rate, should receive \$1. per week increase once a month, effective from July 14, 1919; such payments were made before August 15. The question is now submitted whether the amount paid is to be included in the \$5. general award effective August 15. The buttonhole workers in the shop also insist that they should be changed from the piece work to a week work basis.

1. The Chairman ruled that the \$5. general award should be paid to the workers irrespective of any previous payment made by individual arrangement between the firm and the workers. This is a case clearly within the provision of the agreement and decision of August 15 - that increases already actually made were not to be considered as part of the general award of that date, unless there was a distinct understanding to the contrary, when the increases were made.

2. Since there has been no general collective

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2. Since there has been no general collective

40. DECISION IN CASE OF SCHWARTZ & JAFFEE - (continued - 2)

agreement concerning any change from a piece to a week work basis, the Chairman ruled that the buttonhole workers in the shop must remain upon the piece rate system.

. *Thos. L. Bell.* .

Chairman

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Chairman

1. DECISION IN CASE OF FRUHOFF ^{Kauf} BROS. & CO.

September 28, 1919.

Mutual complaint.

Clothing Trade Association represented by Mr. Gregg
and Mr. ^{sup}Fruhoff of the firm.

Amalgamated represented by Mr. Gold and a committee from the shop.

The complaint of the firm, in substance, is that the pressers have been making constant demands for increases, although the firm granted the \$5. general increase awarded in the market on August 15, 1919; and it is also alleged that, since the firm has refused these demands, the pressers have been restricting their output. The pressers assert that the \$45. rate which they are being paid is lower than the pressers are receiving in many houses and they ask for an increase; they also assert that the firm made an implied promise of an increase when the superintendent of the firm recently requested them to "have a heart and do better work."

1. The Chairman ruled that the agreement made by the Amalgamated on August 15, 1919, and the decision of the Impartial Chairman on the same date fixed the \$5. increase then awarded as the final increase for the season in all shops of manufacturers dealing on a collective basis with the Amalgamated. Furthermore, the agreement made between the Clothing Trade Association and the Amalgamated provides that the members of the Association should pay such increases as may be negotiated and agreed upon collectively between the Amalgamated and the Clothing Trade Association.

DECISION IN CASE OF FRUITS BROS. & CO.

September 18, 1919.

Mutual complaint.

Clothing Trade Association represented by Mr. Gregg

and Mr. ^{Gregg} ~~Fruit~~ of the firm.

Amalgamated represented by Mr. Gold and a committee

from the shop.

The complaint of the firm, in substance, is that the pressers have been making constant demands for increases, although the firm granted the \$5. general increase awarded in the market on August 15, 1919; and it is also alleged that, since the firm has refused these demands, the pressers have been restricting their output. The pressers assert that the \$45. rate which they are being paid is lower than the pressers are receiving in many houses and they ask for an increase; they also assert that the firm made an implied promise of an increase when the superintendent of the firm recently requested them to "have a heart and do better work."

1. The Chairman ruled that the agreement made by the Amalgamated on August 15, 1919, and the decision of the impartial Chairman on the same date fixed the \$5. increase then awarded as the final increase for the season in all shops of manufacturers dealing on a collective basis with the Amalgamated. Furthermore, the agreement made between the Clothing Trade Association and the Amalgamated provides that the members of the Association should pay such increases as may be negotiated and agreed upon collectively between the Amalgamated and the Clothing Trade Association.

DECISION IN CASE OF FRUHOFF BROS. & CO.

(continued - 2)

Accordingly, the pressers in this instance are entitled to no increases.

2. The Chairman further ruled that the general agreement and decision of August 15, 1919 specifically provided that implied or express promises of representatives of individual manufacturers made before December 1, 1919 are void and of no effect. Consequently, assuming an implied promise in this instance, no increase can be granted or allowed on that ground.

3. The Chairman further ordered the Amalgamated to see that the pressers perform the normal and proper amount of work, and instructed the Labor Manager of the Clothing Trade Association to report to this office if the production in this shop is not restored to normal immediately.

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Chairman.

DECISION IN CASE OF FRUHOFER BROS. & CO.

(continued - 3)

Accordingly, the pressers in this instance are entitled to no increase.

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Chairman.

41. DECISION IN CASE OF WM. P. GOLDMAN

September 18, 1919

(Mutual Complaint)

Manufacturers' Association represented by Messrs. Gregg and Lenzer, and representatives of the firm.

Amalgamated represented by Messrs. Drubin and Heller, and committees from the various shops.

The facts brought out at extended hearings were that the firm in the early part of August, before the general increase award on August 15, paid a flat \$3. increase through the contractors to all the workers in sixteen contracting shops, and that there was no distinct understanding or agreement that this increase was to be included in any general increase that might be agreed upon or awarded later in the season. It was also brought out that in four of the contracting shops, and in one of the inside shops of the firm, the men had stopped work because of the refusal of the firm to pay the \$5. general award of August 15, in addition to the \$3. increase paid before the general award.

I. The Chairman ruled that since there was no "distinct understanding to the contrary" the flat increase made in the shops of the firm by private agreement between the firm and its workers is not to be included in the general market award. The agreement and decision of August 15, clearly provided that manufacturers must bear the burden of having made such individual increases or settlements previous to the general award. The Chairman ruled that the men who had stopped work in any of the shops were not to be

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crease award on August 15, paid a flat \$3. increase through

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ment that this increase was to be included in any general in-

crease that might be agreed upon or awarded later in the season.

It was also brought out that in four of the contracting shops, and

in one of the inside shops of the firm, the men had stopped work

because of the refusal of the firm to pay the \$5. general award

of August 15, in addition to the \$3. increase paid before the

general award.

I. The Chairman ruled that since there was no "distinct

understanding to the contrary" the flat increase made in the shops

of the firm by private agreement between the firm and its workers

is not to be included in the general market award. The agreement

and decision of August 15, clearly provided that manufacturers

must bear the burden of having made such individual increases or

settlements previous to the general award. The Chairman ruled that

the men who had stopped work in any of the shops were not to be

41. DECISION IN CASE OF WM. P. GOLDMAN - (continued - 2)

included in this ruling, and were not to receive consideration of their claims until they had returned to work.

2. In a later hearing it was reported by both sides that the men had returned to work in the shops where there had been a stoppage because of this dispute, and the Chairman ruled that the men in these shops were entitled to the \$5. general award for the same reasons given in the paragraph above. However, the Chairman ruled against the claim of the workers for pay for lost time, and ordered that the firm pay the men nothing for the time lost because of the voluntary stoppage. The stoppage was absolutely contrary to the agreement, and it was not necessary to stop work to bring their case to a hearing and decision.

... *George T. Bell*
Chairman

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Chairman

43. DECISION IN CASE OF ANSELOWITZ & LUBINSKY

September 20, 1919.

Complaint by Amalgamated represented by Mr. Drubin and committee from two shops involved.

Manufacturers' Association represented by Mr. Gregg, and Mr. Lubinsky of the firm.

The complaint, in substance, is that about ten days before the general increase of \$5. per week was awarded on August 15, 1919, the firm made an arrangement with its two contractors that the workers in the contracting shops were to receive a \$3. increase, and that now the firm refuses to pay the \$5. per week awarded to all workers in the market on August 15, in addition to the \$3. increase arranged for by the firm.

The evidence showed that there was not only an agreement between the firm, the contractors involved, and committee of workers from the contracting shops, but also that an actual payment covering the \$3. increase was made one or two days before August 15, when the decision granting a general increase was announced.

The Chairman ruled that a private agreement had been made and executed by the firm before August 15, for an increase to the workers in its shops, and that the case comes clearly within the general decision and award of August 15, which provides that manufactures must pay the \$5. general increase in addition to any increase which they took it upon themselves to pay before the general award.

... *George T. Reed* ...
Chairman

43. DECISION IN CASE OF ANSLOVITZ & LUBINSKY

September 20, 1916.

Complaint by Anslovitz represented by Mr. Drubin and

committee from two shops involved.

Manufacturers' Association represented by Mr. Gregg, and

Mr. Lubinsky of the firm.

The complaint, in substance, is that about ten days before the general increase of \$5. per week was awarded on August 15, 1916, the firm made an arrangement with its two contractors that the workers in the contracting shops were to receive a \$3. increase, and that now the firm refuses to pay the \$5. per week awarded to all workers in the market on August 15, in addition to the \$3. increase arranged for by the firm.

The evidence showed that there was not only an agreement between the firm, the contractors involved, and committee of workers from the contracting shops, but also that an actual payment covering the \$3. increase was made one or two days before August 15, when the decision granting a general increase was announced.

The Chairman ruled that a private agreement had been made and executed by the firm before August 15, for an increase to the workers in its shops, and that the case comes clearly within the general decision and award of August 15, which provides that manufacturers must pay the \$5. general increase in addition to any increase which they took it upon themselves to pay before the general award.

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Chairman

45. DECISION IN CASE OF A. ABRAMSON

September 19, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Lenzer and Greef, and Mr. Abramson of the firm.

Amalgamated represented by Mr. Nemetsky and committee from the shop.

The complaint, in substance, is that the workers in the shop have on several occasions demanded increases since the general increase of \$5. per week on August 15th, 1919, and have stopped work for a few hours when such requests have been refused. The Amalgamated has compelled the workers to return to the shop after such stoppages, but the firm desires a decision from the Chairman concerning the demands of the workers so that the situation in the shop may be stabilized.

After a full hearing, the Chairman ruled that there was absolutely no justification for the workers in the shop demanding more than the \$5. general increase awarded on August 15th. That award was absolutely final for the season, and the reasons therefore were fully outlined in the announcement of the Chairman published on August 20, 1919. The workers were instructed that they must continue at work and produce the usual and normal amount, and absolutely cease their demands for increases, in violation of the agreement and decision of August 15.

... *George T. Bell* ...
Chairman

DECISION IN CASE OF A. ABRAHAMSON

45.

September 12, 1919.

Complaint by Manufacturers' Association, represented by

Messrs. Lerner and Greif, and Mr. Abrahamson of the firm.

Amalgamated represented by Mr. Kewatsky and committee

from the shop.

The complaint, in substance, is that the workers in the

shop have on several occasions demanded increases since the General

increase of \$5. per week on August 15th, 1919, and have stopped work

for a few hours when such requests have been refused. The Amalgamated

has compelled the workers to return to the shop after such stoppages,

but the firm desires a decision from the Chairman concerning the de-

mands of the workers so that the situation in the shop may be

stabilized.

After a full hearing, the Chairman ruled that there was

absolutely no justification for the workers in the shop demanding

more than the \$5. General increase awarded on August 15th. That

award was absolutely final for the season, and the reasons therefore

were fully outlined in the announcement of the Chairman published on

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sion of August 15.

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J. T. ...

Chairman

46. DECISION IN CASE OF MARKS BROS.

September 19, 1919.

Complaint by the Amalgamated, represented by Mr. Nemetsky.

Manufacturers' Association represented by Messrs. Greef and Lenzer, and Mr. I. Marks of the firm.

The complaint, in substance, is that two weeks prior to the general increase of \$5. awarded on August 15, 1919, that some thirteen individual workers in the shop had been granted a \$2. per week increase by arrangement with the firm and representative of the workers. The Amalgamated now claims that all the other workers in the shop should likewise receive a \$2. increase over and above the general increase of \$5. awarded on August 15. It was also claimed, and admitted by the firm, that three female workers in the shop had not been paid the \$5. general increase awarded on August 15.

1. The Chairman ruled that the men who had actually been paid the individual increase by private arrangement with the firm, came within the paragraphs of the agreement and decision of August 15, which provided that manufacturers must pay the general increase of \$5. in addition to any separate increases they had taken it upon themselves to grant previously by private arrangement. However, the other workers in the shop have no ground for claiming any increase in addition to the flat \$5. increase which applied to the market as a whole.

2. The Chairman further ruled that the female workers are clearly entitled to the \$5. general increase, as no distinction was made in the general award between male and female workers.

... *George T. Bell* ...
Chairman

September 19, 1919.

Complaint by the Amalgamated, represented by Mr. Kewatsky.
Manufacturers' Association represented by Messrs. Groff and
Lerner, and Mr. I. Marks of the firm.
The complaint, in substance, is that two weeks prior to the
general increase of \$5. awarded on August 15, 1919, that some thirteen
individual workers in the shop had been granted a \$2. per week increase
by arrangement with the firm and representative of the workers. The
Amalgamated now claims that all the other workers in the shop should
likewise receive a \$2. increase over and above the general increase of
\$5. awarded on August 15. It was also claimed, and admitted by the
firm, that three female workers in the shop had not been paid the \$5.
General increase awarded on August 15.

1. The Chairman ruled that the men who had actually been
paid the individual increase by private arrangement with the firm,
came within the purview of the agreement and decision of August
15, which provided that manufacturers must pay the general increase of
\$5. in addition to any separate increases they had taken it upon them-
selves to grant previously by private arrangement. However, the other
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tion to the \$5. increase which applied to the market as a whole.
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clearly entitled to the \$5. general increase, as no distinction was
made in the general award between male and female workers.

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Chairman

2. ~~X~~ DECISION IN CASE OF INTERNATIONAL TAILORING CO.

September 20, 1919.

Mutual complaint.

Clothing Trade Association represented by Mr. Gregg, and Mr. Bubeseck of the firm.

Amalgamated represented by Messrs. Gold and Silver, and a committee from the shop.

The complaint of the Amalgamated, in substance, is that the finishers who work on a piece rate basis have not received a sufficient increase in the piece rate to cover the \$5. general increase awarded on August 15, 1919. The firm contended that the seven cent increase in the piece rate was sufficient to provide a \$5. weekly increase in the earnings of the finishers.

The Chairman instructed the representative of the Clothing Trade Association and a representative of the Amalgamated to co-operate in making a study of the rates of earnings paid to the finishers, and to submit a detailed report in order that an accurate decision might be made.

On October 10 the representatives of the Clothing Trade Association and the Amalgamated submitted a report, at the same time stating that an agreement had been made with the firm, subject to the approval of the Impartial Chairman, to pay the finishers an additional two cents on the piece rates to cover the \$5. increase. After an examination of the figures and report, the Chairman approved and ratified this agreement.

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Chairman.

3. X DECISION IN CASE OF INTERNATIONAL TAILORING CO.

September 20, 1912.

Mutual complaint.

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and Mr. Buback of the firm.

Amalgamated represented by Messrs. Gold and Silver, and

a committee from the shop.

The complaint of the Amalgamated, in substance, is that

the finishers who work on a piece rate basis have not received a

sufficient increase in the piece rate to cover the \$5. general in-

crease awarded on August 15, 1912. The firm contended that the

seven cent increase in the piece rate was sufficient to provide a

\$5. weekly increase in the earnings of the finishers.

The Chairman instructed the representative of the Cloth-

ing Trade Association and a representative of the Amalgamated to

co-operate in making a study of the rates of earnings paid to the

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Association and the Amalgamated submitted a report, at the same time

stating that an agreement had been made with the firm, subject to

the approval of the Imperial Chairman, to pay the finishers an

additional two cents on the piece rates to cover the \$5. increase.

After an examination of the figures and report, the Chairman approved

and ratified this agreement.

Chairman.

43. DECISION IN CASE OF M. A. FRIEDMAN & BROS.

September 20, 1919.

Complaint by Amalgamated, represented by Messrs. Drubin and Heller and committee from the shop.

Manufacturers' Association represented by Messrs. Gregg, Greef and Hines, and Mr. Friedman of the firm.

The complaint, in substance, is that some weeks before the general increase awarded on August 15, 1919, the firm made a settlement with a committee of workers in the shop for a general increase to all workers, averaging \$3. per week, and the firm has failed to pay the general \$5. increase in addition to the private settlement.

The evidence showed that about August 1, 1919, the firm tendered a \$100. check to cover and guarantee the increase, the details of which had not been fully agreed upon by the committee. The evidence submitted by both sides is conclusive that the representatives of the firm made a distinct understanding with the committee of workers that the increase agreed to and executed by the firm was to be entirely independent and outside of any general settlement or arrangement which the Manufacturers' Association and the Amalgamated might make.

The Chairman ruled that the firm, on its own admission, had made a separate settlement with its workers some weeks before the general increase awarded on August 15, and that this independent contract had been executed and completed by a payment on the firm's part on August 1. The case comes entirely, therefore, within the provisions of the general agreement and decision of August 15, that the manufacturers who took it upon

September 30, 1918.

Complaint by Amalgamated, represented by Messrs.

Dubin and Heller and committee from the shop.

Manufacturers' Association represented by Messrs.

Gregg, Green and Hines, and Mr. Friedman of the firm.

The complaint, in substance, is that some weeks before

the general increase awarded on August 15, 1918, the firm made

a settlement with a committee of workers in the shop for a

general increase to all workers, averaging \$3. per week, and

the firm has failed to pay the general \$5. increase in addi-

tion to the private settlement.

The evidence showed that about August 1, 1918, the

firm tendered a \$100, check to cover and guarantee the increase,

the details of which had not been fully agreed upon by the

committee. The evidence submitted by both sides is conclusive

that the representatives of the firm made a distinct understand-

ing with the committee of workers that the increase agreed to

and executed by the firm was to be entirely independent and out-

side of any general settlement or arrangement which the

Manufacturers' Association and the Amalgamated might make.

The Chairman ruled that the firm, on its own admission,

had made a separate settlement with its workers some weeks be-

fore the general increase awarded on August 15, and that this

independent contract had been executed and completed by a

payment on the firm's part on August 1. The case comes entirely,

therefore, within the provisions of the general agreement and

decision of August 15, that the manufacturers who took it upon

42. DECISION IN CASE OF M. A. FRIEDMAN & BROS. --(continued- 2)

themselves to make individual agreements with their workers and payments thereon before August 15, 1919, must also pay the general increase of \$5. per week awarded on August 15.

... *George T. Bell* ...

Chairman

themselves to make individual agreements with their workers
and payments thereon before August 15, 1919, must also pay
the general increase of \$5. per week awarded on August 15.

... ..
Chairman

44. DECISION IN CASE OF RALPH FULL DRESS CO.

September 20, 1918.

Complaint by Amalgamated, represented by Mr. Drubin and committee from the shop.

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

The complaint, in substance, is that about August 1, the firm made an agreement to pay a \$2. per week increase to all workers in its shop, and that this increase was actually paid during the two weeks preceding August 15, 1918, and that now the firm refuses to pay the \$5. general increase awarded to all workers in the market on August 15.

The evidence, although there was some conflict, showed that while there had been some talk of the \$2. increase being considered as part of any general increase that might later be agreed upon in the market, there was no clear meeting of minds on this question, and that the workers and their representatives regarded the \$2. increase as a separate and distinct settlement made by this particular firm.

The Chairman ruled that the case is within the provision in the general decision and award of August 15, requiring manufacturers to pay the \$5. general increase in addition to any increases they had taken it upon themselves to grant and pay in their shops, previous to that date.

... *George T. Bell*
Chairman

September 30, 1918.

Complaint by Amalgamated, represented by Mr. Brubin and

committee from the shop.

Manufacturers' Association represented by Messrs. Gregg,

Lenzer, and Mr. Schenk of the firm.

The complaint, in substance, is that about August 1, the firm

made an agreement to pay a \$5. per week increase to all workers in
the shop, and that this increase was actually paid during the two
weeks preceding August 15, 1918, and that now the firm refuses to
pay the \$5. General increase awarded to all workers in the market
on August 15.

The evidence, although there was some conflict, showed that
while there had been some talk of the \$5. increase being consider-
ed as part of any general increase that might later be agreed upon
in the market, there was no clear meeting of minds on this question,
and that the workers and their representatives regarded the \$5. in-
crease as a separate and distinct settlement made by this particular
firm.

The Chairman ruled that the case is within the provision in
the general decision and award of August 15, regarding manufacturers
to pay the \$5. General increase in addition to any increases they
had taken it upon themselves to grant and pay in their shops, pre-
vious to that date.

...
Chairman

47. DECISION IN CASE OF ABLE & ROSENBLUM

September 20, 1919.

An agreed statement of facts was submitted by Mr. Schaufler of the Manufacturers' Association, Mr. Drubin of the Amalgamated and members of this firm of contractors, for decision by the Impartial Chairman.

The workers in this contracting shop left the shop in a body and refused to return to work, the contractor claiming that they left because of his refusal to grant an increase over and above the \$5. increase awarded on August 15, 1919; and the workers contending that they refused to work in the shop because of the "brutal treatment" they had received at the hands of one of the members of the contracting firm. The question submitted is whether or not such a case is within the jurisdiction of the Impartial Chairman.

The Chairman ruled that in the decision concerning the general increase of \$5. on August 15, 1919, the rule was laid down that any and all issues arising between workers and contractors which in any way involved the effective carrying out of the general decision and award, were to be within the jurisdiction of the impartial machinery. The representatives of the Manufacturers' Association, of the Contractors' Associations, and the Amalgamated agreed to this decision and principle, and therefore, it must be considered binding on all parties concerned.

The Chairman accordingly ruled that the workers should be instructed to return to work, and that if they have any grievance, they can bring the matter to this office for hearing, after they have returned to work, such cases being within the jurisdiction of the impartial machinery.

... *George T. Bell* ...
Chairman

September 20, 1918.

An agreed statement of facts was submitted by Mr. Rosenblum of the Manufacturers' Association, Mr. Rubin of the Amalgamated and members of this firm of contractors, for decision by the impartial Chairman.

The workers in this contracting shop left the shop in a body and refused to return to work, the contractor claiming that they left because of his refusal to grant an increase over and above the \$5. increase awarded on August 15, 1918; and the workers contending that they refused to work in the shop because of the "brutal treatment" they had received at the hands of one of the members of the contracting firm. The question submitted is whether or not such a case is within the jurisdiction of the impartial Chairman.

The Chairman ruled that in the decision concerning the General increase of \$5. on August 15, 1918, the rule was laid down that any and all issues arising between workers and contractors which in any way involved the effective carrying out of the general decision and award, were to be within the jurisdiction of the impartial machinery. The representatives of the Manufacturers' Association, of the Contractors' Association, and the Amalgamated agreed to this decision and principle, and therefore, it must be considered binding on all parties concerned.

The Chairman accordingly ruled that the workers should be instructed to return to work, and that if they have any grievance, they can bring the matter to this office for hearing, after they have returned to work, such cases being within the jurisdiction of the impartial machinery.

... ..
 Joseph T. Bell
 Chairman

September 22, 1919.

Complaint by Amalgamated, represented by Mr. J. P. Friedman and committee of one from the shop.

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

The Amalgamated complained that a worker employed as an examiner by the firm for over three years had been summarily discharged by Mr. Zeeman of the firm, who gave no reasons for the discharge, and did not take the matter up with either representatives of the Manufacturers' Association or of the Amalgamated. The representative of the firm admitted the discharge of the man had taken place in the manner stated by the representative of the Amalgamated, but claimed that the firm member in question did not know the procedure which was supposed to be followed in discharging employees.

The Chairman ruled that the issue involved in this case had been already decided in case No. 20, and in one or two other similar cases; that the firm had discharged the man in violation of the procedure established by the Advisory Board. The procedure established by the Advisory Board is absolutely binding upon all parties to this machinery, and cannot be digressed from. Accordingly, the man in question is to be considered as a regular employee of the firm, and in every respect on the same footing as if there had been no attempt to discharge him. The firm, of course, is at liberty to take action in connection with any grievance against this worker in the regular way if it wishes to do so.

... *George T. Ruff* ...
Chairman

September 22, 1919.

Complaint by Amalgamated, represented by Mr. J. P. Friedman

and committee of one from the shop.

Manufacturers' Association represented by Messrs. Gregg and

Hines, and Mr. Keenan of the firm.

The Amalgamated complained that a worker employed as an examiner

by the firm for over three years had been summarily discharged by Mr.

Keenan of the firm, who gave no reasons for the discharge, and did not

take the matter up with either representatives of the Manufacturers'

Association or of the Amalgamated. The representative of the firm ad-

mitted the discharge of the man had taken place in the manner stated

by the representative of the Amalgamated, but claimed that the firm

never in question did not know the procedure which was supposed to be

followed in discharging employees.

The Chairman ruled that the issues involved in this case had been

already decided in case No. 30, and in one or two other similar cases;

that the firm had discharged the man in violation of the procedure

established by the Advisory Board. The procedure established by the

Advisory Board is absolutely binding upon all parties to this machinery,

and cannot be disregarded from. Accordingly, the man in question is to

be considered as a regular employee of the firm, and in every respect

on the same footing as if there had been no attempt to discharge him.

The firm, of course, is at liberty to take action in connection with

any grievance against this worker in the regular way if it wishes to do

so.

... ..
Chairman

3. X. DECISION IN CASE OF JOSEPH YESKA

September 22, 1919.

Complaint by Amalgamated represented by Mr. Weinstein.
Clothing Trade Association represented by Mr. Gregg,
and Mr. Yeska of the firm.

The complaint, in substance, is that five men employed in the cutting and trimming departments are paid less than the prevailing scale for cutters and trimmers. The firm explained the differential in rates by introducing evidence to show that the workers in question did not perform skilled work but cut bath robes, waiters' coats, aprons, etc.

The representative of the Amalgamated explained that he had asked the workers in question to appear as witnesses, but they had failed to put in an appearance.

The Chairman ruled that since the workers in question had been notified to appear and testify in the case, and had failed to do so that their complaint would not be considered and that no hearing would be held on their complaint at least for one month. The Chairman further reserved the right to refuse to take the case up after the month had elapsed if no sufficient justification was shown for the failure of the men to appear.

George L. Beel
Chairman.

DECISION IN CASE OF JOSEPH YERKA 2. X.

September 28, 1912.

Complaint by Amalgamated represented by Mr. Weinstein.

Clothing Trade Association represented by Mr. Gregg.

and Mr. Yerka of the firm.

The complaint, in substance, is that five men employed in the cutting and trimming departments are paid less than the prevailing scale for cutters and trimmers. The firm explained the differential in rates by introducing evidence to show that the workers in question did not perform skilled work but cut bath robes, waists, coats, aprons, etc.

The representative of the Amalgamated explained that he had asked the workers in question to appear as witnesses, but they had failed to put in an appearance.

The Chairman ruled that since the workers in question had been notified to appear and testify in the case, and had failed to do so that their complaint would not be considered and that no hearing would be held on their complaint at least for one month. The Chairman further reserved the right to refuse to take the case up after the month had elapsed if no sufficient justification was shown for the failure of the men to appear.

George L. Bell
Chairman.

49. DECISION IN CASE OF LOUIS SHAPIRO & CO.

September 23, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Gregg and Greef, and Mr. Shapiro of the firm.

Amalgamated represented by Mr. Weinstein and committee from the shop.

The firm in this case requested the Labor Manager of the Manufacturers' Association to take such action as is necessary under the rulings of the Advisory Board to have a trimmer, whom they suspect of dishonesty, discharged.

Mr. Gregg, acting for the Labor Manager of the Manufacturers' Association, instead of recommending the discharge of the trimmer, asked that the two steps of procedure in a discharge case concerning suspension or permanent discharge, be combined. The Chairman consented to this line of procedure, in view of the fact that the charge against the man involved a question affecting his character and personal honesty, and that no action should be taken in the case without full examination of all facts and a hearing of all possible witnesses. The hearing was immediately held on this understanding.

The charge against the trimmer in question was that he had indirectly solicited cigars and money from a salesman of a button company from whom the firm had purchased some buttons. This charge was sustained by the uncorroborated testimony of the salesman of the button company, who testified that on two occasions the trimmer had intimated to him that he had gotten "some big orders by the trimmer's help and that he ought to get \$50 for it." The witness admitted, to use his own words, "that the man did not clearly ask for money but -- what else did he mean?"

48. DECISION IN CASE OF LOUIS SHAPIRO & CO.

September 23, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Gregg and Greck, and Mr. Shapiro of the firm. Amalgamated represented by Mr. Weinstein and committee from the shop.

The firm in this case requested the Labor Manager of the Manufacturers' Association to take such action as is necessary under the rulings of the Advisory Board to have a trimmer, whom they suspect of dishonesty, discharged.

Mr. Gregg, acting for the Labor Manager of the Manufacturers' Association, instead of recommending the discharge of the trimmer, asked that the two steps of procedure in a discharge case concerning suspension or permanent discharge, be combined. The Chairman consented to this line of procedure, in view of the fact that the charge against the man involved a question affecting his character and personal honesty, and that no action should be taken in the case without full examination of all facts and a hearing of all possible witnesses. The hearing was immediately held on this understanding.

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49. DECISION IN CASE OF LOUIS SHAPIRO & CO. - (continued - 2)

The accused trimmer and two witnesses testified that the accused had said to the salesman in a loud voice, "You are lucky in getting such big orders which must be worth \$50. to you." They asserted that the remark was made in a laughing manner, and was not in any way a quiet solicitation of a fee. A member of the firm testified that he personally does all the buying of buttons for the firm, and had ordered all the buttons from the particular salesman and button company in question.

The Chairman ruled that since the character and integrity of the accused trimmer is attacked in this case, that he is entitled to receive the benefit of any doubt. This is a general rule of law, established upon sound and reasonable grounds, and should apply in the decision of cases under the judicial machinery established by the Manufacturers' Association and the Amalgamated to handle questions of industrial relations in this industry. The testimony in this case is clearly conflicting, and establishes a real doubt as to the guilt of the accused. Furthermore, since a member of the firm stated that he handled all the buying of buttons there would seem to be neither a probable incentive nor a ground for the accused soliciting a favor or gratuity of any sort. Accordingly the Chairman ruled that the charge of the firm was not sustained by the evidence, and the request for the suspension or discharge of the man was refused.

... *George T. Bull* ...
Chairman

The accused trimmer and two witnesses testified that the accused had said to the salesman in a loud voice, "You are lucky in getting such big orders which must be worth \$50. to you." They asserted that the remark was made in a laughing manner, and was not in any way a quiet solicitation of a fee. A member of the firm testified that he personally does all the buying of buttons for the firm, and had ordered all the buttons from the particular salesman and button company in question.

The Chairman ruled that since the character and integrity of the accused trimmer is attacked in this case, that he is entitled to receive the benefit of any doubt. This is a general rule of law, established upon sound and reasonable grounds, and should apply in the decision of cases under the judicial machinery established by the Manufacturers' Association and the legislated to handle questions of industrial relations in this industry. The testimony in this case is clearly conflicting, and establishes a real doubt as to the guilt of the accused. Furthermore, since a member of the firm stated that he handled all the buying of buttons there would seem to be neither a probable incentive nor a ground for the accused soliciting a favor or gratuity of any sort. Accordingly the Chairman ruled that the charge of the firm was not sustained by the evidence, and the request for the suspension or discharge of the man was refused.

...
George T. Hill
 Chairman

50. CASE OF QUINTO, COHEN & LEVINE

September 23, 1919.

Complaint by Amalgamated, represented by Mr. Weinstein and committee from the shop.

Manufacturers' Association represented by Messrs. Gregg and Mitchell and a representative of the firm.

The complaint, in substance, is that a shear cutter employed by the firm for some two years, had been given a leave of absence by the foreman on account of sickness, and when he returned ready for work, the firm refused to take him back. The evidence showed that the shear cutter had gone to the foreman of the shop before he left and notified him that he had been sick and the doctor had ordered him to "take a few weeks rest", and it was admitted that the foreman had replied, "Well, if the doctor says you have to go, you have to go."

It was also testified that the foreman had granted this particular man and other men leaves of absence on previous occasions. The shop chairman testified that the foreman had made arrangements with him to have the shop trimmer do the work of the shear cutter while the latter was absent.

The firm stated that they had no objection to the man and would have taken him back on his return, but that they had decided a few days before his return to make a change in their system of cutting which involved the abolition of the position of shear cutter. The firm asserted that this change in the system had been contemplated for some time, and had been adopted in good faith and not merely as a ruse to get rid of the shear cutter.

1. The Chairman ruled that the foreman had actual or constructive authority to grant leaves of absence and that he had clearly granted

50. CASE OF QUINTO, COHEN & LEVINE

September 23, 1919.

Complaint by Assigant, represented by Mr. Weinstein

and committee from the shop.

Manufacturers' Association represented by Messrs. Gregg

and Mitchell and a representative of the firm.

The complaint, in substance, is that a shear cutter em-

ployed by the firm for some two years, had been given a leave of

absence by the foreman on account of sickness, and when he re-

turned ready for work, the firm refused to take him back. The

evidence showed that the shear cutter had gone to the foreman of

the shop before he left and notified him that he had been sick and

the doctor had ordered him to "take a few weeks rest", and it was

admitted that the foreman had replied, "Well, if the doctor says

you have to go, you have to go."

It was also testified that the foreman had granted this

particular man and other men leaves of absence on previous occasions.

The shop chairman testified that the foreman had made arrangements

with him to have the shop trimmer do the work of the shear cutter

while the latter was absent.

The firm stated that they had no objection to the man and

would have taken him back on his return, but that they had decided

a few days before his return to make a change in their system of

cutting which involved the abolition of the position of shear cutter.

The firm asserted that this change in the system had been contemplated

for some time, and had been adopted in good faith and not merely

as a ruse to get rid of the shear cutter.

1. The Chairman ruled that the foreman had actual or constructive authority to grant leaves of absence and that he had clearly exercised

50. CASE OF QUINTO, COHEN & LEVINE - (continued - 2)

permission to the man in question to be absent on account of sickness. The fact that no one from the firm had requested the Amalgamated to send a man to replace the shear cutter, and the fact that a temporary arrangement was made with the shop chairman to have the trimmer do this man's work during his absence, both tend to strengthen the conclusion that the man was granted a leave of absence. Furthermore, the admission by the firm that the man would have been taken back if the system of work had not been changed, shows conclusively that the man was granted permission to remain away because of sickness, and that the firm cannot refuse to take him back on the ground that he was absent without leave.

2. The rulings of the Advisory Board establish no procedure for the installation of new systems or methods of work. Accordingly the agreement between the Manufacturers' Association and the Amalgamated, made in January, 1919, that all workers employed by members of the Association should go back to work under the status quo conditions prevailing before November, 1918, must govern. The status quo conditions before November, 1918, required that, while the Union did not object to changes in the system of work, yet the Union representatives were conferred with before any new systems were installed, particularly in instances where a change in system involved the displacement of workers. In this case the representatives of the Amalgamated were not called into conference in connection with the installation of the new system of work, and no notice of the proposed change in system was given them. It was ruled, accordingly, that the firm is bound by the agreement of the Manufacturers' Association and

permission to the man in question to be absent on account of sick-
ness. The fact that no one from the firm had requested the Amalgam-
ed to send a man to replace the absent worker, and the fact that a
temporary arrangement was made with the shop chairman to have the
worker do this man's work during his absence, both tend to strengthen
the conclusion that the man was granted a leave of absence. Further-
more, the admission by the firm that the man would have been taken
back if the system of work had not been changed, shows conclusively
that the man was granted permission to remain away because of sick-
ness, and that the firm cannot refuse to take him back on the ground
that he was absent without leave.

2. The rulings of the Advisory Board establish no procedure
for the installation of new systems or methods of work. Accordingly
the agreement between the Manufacturers' Association and the Amalgam-
ated, made in January, 1918, that all workers employed by members of
the Association should go back to work under the status quo condi-
tions prevailing before November, 1918, must govern. The status quo
conditions before November, 1918, required that, while the Union
did not object to changes in the system of work, yet the Union
representatives were conferred with before any new systems were in-
stalled, particularly in instances where a change in system involved
the displacement of workers. In this case the representatives of the
Amalgamated were not called into conference in connection with the
installation of the new system of work, and no notice of the proposed
change in system was given them. It was ruled, accordingly, that the
firm is bound by the agreement of the Manufacturers' Association and

50. DECISION IN CASE OF QUINTO, COHEN & LEVINE -(continued - 3)

must notify the Amalgamated of the proposed change in system, and confer with them concerning the installation of the proposed new system. In the meantime, the cutter who was granted a leave of absence must be taken back by the firm. If no agreement can be reached concerning the system of work in the house, then the case can be presented to this office for hearing and decision in the usual manner.

.
Chairman

50. DECISION IN CASE OF QUINTO, COHEN & LEVINE -- (continued - 3)

must notify the Administrator of the proposed change in system, and confer with them concerning the installation of the proposed new system. In the meantime, the owner who was granted a leave of absence must be taken back by the firm. If no agreement can be reached concerning the system of work in the house, then the case can be presented to this office for hearing and decision in the usual manner.

.....
Chairman

51. DECISION IN CASE OF CHILDREN'S JACKETS CONTRACTORS' ASSN.

September 24, 1919.

Complaint by Amalgamated, represented by Mr. H. Cohen and committee.

Contractors' Association represented by Mr. Taub and committee.

Manufacturers' Association represented by Mr. Connor.

The Complaint, in substance, is that the members of the Children's Jacket Contractors' Association failed to pay their workers the \$5. general increase awarded on August 15, 1919.

It was brought out in the hearing that the workers in several shops of the members of the Contractors' Association had stopped work, demanding more than the \$5. general market increase. It was also brought out that an understanding was reached with the Amalgamated that the \$5. general increase should not be paid on the first pay day when it was due, but on the following Monday -- and then only if the men who were out had been returned to work. Practically all the men had returned on the Monday, but workers were out in some seven or eight other shops, consequently all the members of the Contractors' Association were refusing to pay the \$5 increase on the Monday in question.

1. The Chairman ruled that under the general decision and agreement of August 15, 1919, the contractors who are members of this Association were obliged to pay the \$5. general increase, but up to this time the payment of the increase had been suspended by agreement of the parties. That agreement having expired, the Chairman ruled that the increases must be paid to the workers in all the shops that are actually working.

2. The Chairman further ruled that the Amalgamated must see

51. DECISION IN CASE OF CHILDREN'S JACKET CONTRACTORS' ASSN.

September 24, 1919.

Complaint by Amalgamated, represented by Mr. H. Cohen and committee.

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The Complaint, in substance, is that the members of the Children's Jacket Contractors' Association failed to pay their workers the \$5. General increase awarded on August 15, 1919.

It was brought out in the hearing that the workers in several shops of the members of the Contractors' Association had stopped work, demanding more than the \$5. General market increase. It was also brought out that an understanding was reached with the Amalgamated that the \$5. General increase should not be paid on the first pay day when it was due, but on the following Monday -- and then only if the men who were out had been returned to work. Practically all the men had returned on the Monday, but workers were out in some seven or eight other shops, consequently all the members of the Contractors' Association were refusing to pay the \$5 increase on the Monday in question.

1. The Chairman ruled that under the general decision and agreement of August 15, 1919, the contractors who are members of this Association were obliged to pay the \$5. General increase, but up to this time the payment of the increase had been suspended by agreement of the parties. That agreement having expired, the Chairman ruled that the increase must be paid to the workers in all the shops that are actually working.

2. The Chairman further ruled that the Amalgamated must see

51. DECISION IN CASE OF CHILDREN'S JACKETS CONTRACTORS' ASSN. -- (cont. -2)

that the workers are returned in all the shops where they are out, and that no increases are to be paid such workers until they have returned.

3. The Chairman further ruled that if the workers were still out in any shops of members of the Contractors' Association within four days after the hearing, that the general \$5. increase awarded on August 15, should be withdrawn, as such a situation amounts practically to a violation of the general agreement and decision of August 15.

4. The Chairman further ruled that if the workers who were out at the time of the hearing were not sent back and were not actually at work on the second day after the decision, that they were not entitled to receive the general \$5. increase except from such time as they went back to work, -- and even that point might be questioned.

G. L. Bell
me.

Chairman

51. DECISION IN CASE OF CHILDREN'S JACKET'S CONTRACTORS' ASSN. - (cont. - 2)

that the workers are returned in all the shops where they are out, and that no increases are to be paid such workers until they have returned.

3. The Chairman further ruled that if the workers were still out in any shops of members of the Contractors' Association within four days after the hearing, that the general \$5. increase awarded on August 15, should be withdrawn, as such a situation amounts practically to a violation of the general agreement and decision of August 15.

4. The Chairman further ruled that if the workers who were out at the time of the hearing were not sent back and were not actually at work on the second day after the decision, that they were not entitled to receive the general \$5. increase except from such time as they went back to work, -- and even that point might be questioned.

...
J. L. Bell
Chairman

4. X DECISION IN CASE OF INTERNATIONAL
TAILORING CO.

and

J. L. TAYLOR

September 24, 1919.

Complaint by Amalgamated represented by J.P. Friedman and Mr. Weinstein, and a committee from the shop.

Clothing Trade Association represented by Mr. Gregg, and Mr. Bubesock of the firm.

The complaint, in substance, is that the markers and cutters employed in these two houses are only paid \$42. a week, although the prevailing scale or rate for markers and cutters in the market is \$45. per week.

The firms contend that since they do a mail order business the workers in question are not entitled to receive the same rate as paid in "ready made" houses; they also stated that they had given a \$5. increase to the markers and cutters at the time the agreement was made between the Clothing Trade Association and the Amalgamated in August, and it was claimed that the agreement provided that the mail order houses should pay the scale of wages prevailing in Chicago, rather than the rates prevailing in the "ready made" houses in New York.

1. The Chairman first ruled that the question turned largely on the general agreement and reserved final decision until a conference could be held with the representatives of the Clothing Trade Association and the Amalgamated who had negotiated the agreement.

2. Later, after conference with the representatives of the Amalgamated and the Clothing Trade Association, the Chairman announced that the agreement had not provided for a different scale of wages in

DECISION IN CASE OF INTERNATIONAL
TAILORING CO.

4. X

and

J. L. TAYLOR

September 24, 1918.

Complaint by Amalgamated represented by J. P. Friedman

and Mr. Weinstein, and a committee from the shop.

Clothing Trade Association represented by Mr. Gregg.

and Mr. Buback of the firm.

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cutters employed in these two houses are only paid \$42. a week, al-
though the prevailing scale or rate for makers and cutters in the
market is \$45. per week.

The firm contend that since they do a mail order busi-

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ated in August, and it was claimed that the agreement provided that
the mail order houses should pay the scale of wages prevailing in
Chicago, rather than the rates prevailing in the "ready made" houses
in New York.

1. The Chairman first ruled that the question turned largely
on the general agreement and reserved final decision until a confer-
ence could be held with the representatives of the Clothing Trade
Association and the Amalgamated who had negotiated the agreement.
2. Later, after conference with the representatives of the
Amalgamated and the Clothing Trade Association, the Chairman announced
that the agreement had not provided for a different scale of wages in