

62. DECISION IN CASE OF LYNKOVSKY & SCHILLER & FRIEDBURG

(Contracting shop)

Complaint by Manufacturers' Association and Coat Contractors' Association, represented respectively by Mr. Elfelt and Mr. Lynkovsky.

Amalgamated represented by Mr. Drubin and Mr. Lipsky.

Two days before the hearing the workers stopped work in the shop late in the afternoon. The Chairman order^{ed} the Amalgamated to have the men returned to work, and the representatives of the firm stated that the men had been returned in accordance with this order.

The complaint of the Manufacturers' and Contractors' Association is that the men were called out of the shop by representatives of the Amalgamated without justification or cause. The evidence brought out the fact that a business agent of the Amalgamated called at the contracting shop to discuss with the firm a complaint of the men that pressing work was being sent outside the shop, and that during the discussion a member of the contracting firm had become excited, called the agent names, and told him and all the workers "to get out, and be damned." Some of the men had stopped work when they heard this statement of the member of the firm, and when another member of the firm made practically the same statement to the business agent, the business agent and the workers all left the shop together.

The workers in the shop demanded that the contracting firm pay them for time lost on account of the stoppage, and also pay one hundred dollars "fine" to the Union.

1. The Chairman ruled that the evidence made it clear that

82. DECISION IN CASE OF LYNKOVSKY & SCHILLER & FRIEDBURG

(Contracting shop)

Complaint by Manufacturers' Association and Coast Contractors' Association, represented respectively by Mr. Eifelt and Mr. Lynkovsky.

Amalgamated represented by Mr. Drubin and Mr. Lipaky.

Two days before the hearing the workers stopped work in the shop late in the afternoon. The Chairman ordered the Amalgamated to have the men returned to work, and the representatives of the firm stated that the men had been returned in accordance with this order.

The complaint of the Manufacturers' and Contractors' Association is that the men were called out of the shop by

representatives of the Amalgamated without justification or cause. The evidence brought out the fact that a business agent of the Amalgamated called at the contracting shop to discuss with the firm a complaint of the men that pressing work was being sent outside the shop, and that during the discussion a member of the contracting firm had become excited, called the agent names, and told him and all the workers "to get out, and be damned." Some of the men had stopped work when they heard this statement of the member of the firm, and when another member of the firm made practically the same statement to the business agent, the business agent and the workers all left the shop together.

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firm pay them for time lost on account of the stoppage, and also

pay one hundred dollars "fine" to the Union.

1. The Chairman ruled that the evidence made it clear that

62. DECISION IN CASE OF LYNKOVSKY & SCHILLER & FRIEDBURG

(Continued - 2)

there was about an equal responsibility for the trouble and the stoppage and that, therefore, each side should bear one-half the loss resulting from the stoppage of work.

2. The Chairman ruled that there is no provision in either the agreement or rulings of the Advisory Board in regard to the imposition of fines, and that even if there were, there was no cause for imposing any fine upon the contracting firm in this case.

... *J. T. Rull* ...
Chairman.

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(Continued - 2)

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Chairman.

65. DECISION IN CASE OF SAMUEL ROSENTHAL & BROS.

October 6, 1919.

Mutual complaint.

Manufacturers' Association, represented by Mr. Gitchell.

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

At the first hearing on this case the Amalgamated claimed that the cutters had been locked out by the firm on the previous day; and the Manufacturers' Association claimed that the men had voluntarily stopped work and had not been locked out.

Both sides agreed that unusual conditions surrounded the case and a joint hearing was held on the premises of the firm to determine the conditions under which the men should be returned to work pending a hearing of the points at issue.

1. After an examination of the conditions prevailing in the shop, and a hearing held at the shop, the Chairman ruled that the cutters must return to work under the conditions which were prevailing when work was stopped, that when work had been resumed a hearing would be held to determine whether the firm or the workers were responsible for the stoppage, and to decide all the other issues involved.

On the following day representatives of the firm reported that the cutters had returned and that work had been resumed. A hearing was then held with the following persons present:

Manufacturers Association represented by Mr. Gitchell and Miss True, and Messrs. Samuel Rosenthal, H. Rosenthal and Buchalter of the firm.

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

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Amalgamated represented by Mr. J.P. Friedman, and committee

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65. DECISION IN CASE OF SAMUEL ROSENTHAL & BROS.

(Continued - 2)

It was brought out by the evidence submitted that the stock and shipping clerks employed by the firm have been on strike for some weeks and that the cutters had objected to working in the shop with the men employed by the firm to replace the striking clerks, and with guards posted on the premises. The stock and shipping clerks involved are members of an organization chartered by the Amalgamated, but this organization was not placed under the impartial machinery by either the Agreement of the Manufacturers' Association and the Amalgamated of January 1919, or by the rulings of the Advisory Board. The Amalgamated took the position that the cutters were not stopping work in order to force recognition of the clerks' organization, that they did not care to go into the merits of the stock clerk's position, but that the cutters objected to working under conditions existing in the plant as a result of the strike of the stock clerks.

2. The Chairman ruled that the evidence was clear that the cutters had voluntarily stopped work and had not been locked out by the firm. While the Amalgamated states that this is not a sympathetic strike action on the part of the cutters, yet the voluntary stoppage of the cutters has the same effect as an officially called sympathetic strike and is a clear violation of the Agreement of the Manufacturers' Association and the Amalgamated made in January, 1919, and of the later rulings of the Advisory Board. The Chairman accordingly ordered that the cutters were entitled to no pay for lost time and that they must remain at work in the shop.

3. The Chairman further ruled that he would not take up

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3. The Chairman further ruled that he would not take up

65. DECISION IN CASE OF SAMUEL ROSENTHAL & BROS.

(Continued - 3)

nor decide any issue as to recognition of the stock and shipping clerks' organization; that it was not within his jurisdiction to place any organization under the impartial machinery, as such an issue is entirely new and must be presented for legislative action rather than for judicial decision. If any party to the impartial machinery desires to take up the question as to whether or not this organization should be brought within the impartial machinery the issue must be presented to the Joint Industrial Council for the market and decided there by agreement.

4. The Chairman also made the suggestion that the representatives of the Amalgamated and the Manufacturers' Association should co-operate to remove possible points of friction due to existing conditions in the shop in order that work might be carried on in the normal manner.

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(Continued - 3)

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Chairman.

66. DECISION IN CASE OF MARK BROS.

October 7, 1919.

Complaint by Amalgamated, represented by Messrs. Bender and Ludwig, and committee from the shop.

Manufacturers' Association represented by Mr. Connor, and Mr. Mark of the firm.

The complaint, in substance, is that the pressers in the shop claim they are paid less than the prevailing market rate, and the Amalgamated is having difficulty in keeping them in the shop as they desire increases in their wages.

The Chairman ruled that the case comes clearly within many previous decisions and that the men are under absolute obligation to remain in the shop without receiving any increases in addition to the \$5. general award of August 15, 1919, which award was final for the season. A similar claim by the workers in the shop was refused by the Board of Three acting during the absence of the Impartial Chairman, and this is practically a confirmation of that ruling. Therefore, there is no excuse for these workers again presenting or urging such claims.

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Chairman.

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Manufacturers' Association represented by Mr. Connor, and

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

shop claim they are paid less than the prevailing market rate,

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shop as they desire increases in their wages.

The Chairman ruled that the case comes clearly within many

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Chairman.

5X. DECISION IN CASE OF HAYS LEVI & CO.

October 7th, 1919.

A mutual complaint was made by the Clothing Trade Association, represented by Mr. Gregg and Mr. Lee of the firm, and the Amalgamated represented by business agent and shop committee of pressers.

The complaint in substance is that for several weeks the pressers had been asking more money thru the shop chairman and committee. The men were told by the firm to take the matter up with the Amalgamated in a collective manner. Later the men went down for half a day, but were ordered back to work by officials of the Amalgamated.

The Amalgamated contended that at the time the demands were made the firm informed the shop chairman increases would be given.

Ruled:- 1. Individual promises are invalid, since the agreement made by the Amalgamated and the Clothing Trade Association is binding until December 1, 1919.

2. No increases, over the general \$5. award of August 15, is to be given, and the men are to return and do proper work.

George L. Bell

.....
Chairman.

EX. DECISION IN CASE OF HAYS LEVI & CO.

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A mutual complaint was made by the Clothing Trade Association, represented by Mr. Gregg and Mr. Lee of the firm, and the Amalgamated represented by business agent and shop committee of pressors. The complaint in substance is that for several weeks the pressors had been asking more money than the shop chairman and committee. The men were told by the firm to take the matter up with the Amalgamated in a collective manner. Later the men went down for half a day, but were ordered back to work by officials of the Amalgamated. The Amalgamated contended that at the time the demands were made the firm informed the shop chairman increases would be given. Ruled: - 1. Individual promises are invalid, since the agreement made by the Amalgamated and the Clothing Trade Association is binding until December 1, 1918. 2. No increases, over the general \$5. award of August 18, is to be given, and the men are to return and do proper work.

George L. Bell

Chairman.

67. DECISION IN CASE OF EPSTEIN-CHAS. DOUGLIS & CO.

October 8, 1919.

Mutual Complaint.

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

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

The complaint of the Amalgamated, in substance, is that two days before the hearing the firm had refused to permit the men to start to work at 12:45, announcing that they would start at 1 P.M. in order that they should work only eight hours on the first five days of the week, and four hours on the sixth day. The workers claimed the right to work 44 hrs. in five days, as they have done all summer, and because of the action of the firm asserted that they were forced to stop work for several hours on each of the two previous days.

The complaint of the Manufacturers' Association, in substance, is that the firm, together with other firms who are members of the Association, had been notified to put their shops back on the 5-1/2 days per week basis after September 27, when a special agreement made with the Amalgamated for a five day week during the summer months had expired.,-therefore, the actions of the workers were unjustifiable.

1. The Chairman ruled that the agreement made between the representatives of the Amalgamated and the Manufacturers' Association on June 18, 1919, and recorded in the office of the Impartial Chairman, provided that during the summer months, up to and including Saturday, September 27, 1919, the shops of the members of the Associ-

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(Continued - 2)

ation, and their contracting shops, would be operated on the basis of 44 hours distributed through the first five days of the week, the shops being closed on Saturday and Sunday. Since the specific date of expiration of this special agreement was set, it is clear that on and after that date it was the intention of the parties that the industry should revert to the regular and prevailing 5-1/2 day week on a 44 hour basis. Therefore, the firm was justified in insisting that the workers in this shop should work on the basis of 44 hours in 5-1/2 days of the past week.

3. The Chairman further ruled that the workers were not entitled to pay for time lost, as the stoppage of work was voluntary on their part, and they were entirely at fault in insisting that they should work on a five day week basis, when the agreement of the Amalgamated for a five day week had expired.

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Chairman.

87. DECISION IN CASE OF EPSTEIN-CHARL. DOUGLIS & CO.

(Continued - 2)

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3. The Chairman further ruled that the workers were not entitled to pay for time lost, as the stoppage of work was voluntary on their part, and they were entirely at fault in insisting that they should work on a five day week basis, when the agreement of the Amalgamated for a five day week had expired.

Chairman.

6. DECISION IN CASE OF SAMUEL ROSENTHAL & BROS.,
Manufacturer,
WILLIAM P. GOLDMAN, Manufacturer.

and

Mr. Sazisunis, Contractor.

October 10, 1919.

Manufacturers Association represented by Mr. Greef,
Mr. Buchalter, of Sam Rosenthal and Brothers, and Messrs. Cassel and
Rosenberg of Wm. P. Goldman.

Contractors' Association represented by Mr. Sazisunis, con-
tractor involved.

The complaint brought by the Manufacturers' Association
and the firm of Sam Rosenthal and Bros., in substance, is that the
contractor had been working exclusively for Sam Rosenthal and Bros.,
and that an agreement had been made between that firm and Wm. P.
Goldman that the latter would send no work to the contractor, but
that in violation of the tri-party agreement work had recently been
sent to the contractor by Wm. P. Goldman.

The evidence brought out the fact that the contractor had
solicited work from Wm. P. Goldman when he had heard a rumor that
all tailors working for Sam Rosenthal Bros. might be called out be-
cause of trouble between the firm and its stock clerks. The con-
tractor had not communicated with Sam Rosenthal and Bros. to confirm
the rumor, but had taken several lots of work from the firm of
Wm. P. Goldman. The evidence also established the fact that an
agreement had been made between the two firms to have this contractor
work exclusively for Sam Rosenthal and Bros.

e. DECISION IN CASE OF SAMUEL ROSENTHAL & BROS.
Manufacturers' Association
WILLIAM F. GOLDMAN, Manufacturer

and

Mr. Benjamin Contractor

October 10, 1919.

Manufacturers' Association represented by Mr. Green,
Mr. Hochstetler, of Sam Rosenthal and Brothers, and Messrs. Cassel and
Rosenberg of Mr. F. Goldman.
Contractors' Association represented by Mr. Benjamin, con-
tractor involved.

The complaint brought by the Manufacturers' Association
and the firm of Sam Rosenthal and Bros., in substance, is that the
contractor had been working exclusively for Sam Rosenthal and Bros.,
and that an agreement had been made between that firm and Mr. F.
Goldman that the latter would send no work to the contractor, but
that in violation of the tri-party agreement work had recently been
sent to the contractor by Mr. F. Goldman.
The evidence brought out the fact that the contractor had
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(Continued - 2)

1. The Chairman ruled that this was a case within his jurisdiction under the general agreement and decision of August 15, 1919, bringing such cases between contractors and manufacturers under the impartial machinery. Such an agreement as was made by the parties in this case must be strictly observed in the interest of good faith and orderly government and procedure in the market. It was, therefore, ordered that all work of the firm of Wm. P. Goldman which had not been started in the machines of the contractor, should be immediately returned, and that the contractor should take no further work from this firm.

2. The Chairman further ruled that the work of Sam Rosenthal Bros. must be put ahead of the work of the firm of Wm. P. Goldman which has already been started and is in pieces, until a further hearing could be held to determine how difficult it would be to return this work which is now in pieces to the firm of Wm. P. Goldman. Upon request of the parties, the Chairman consented to allow them to make an agreement for the handling of such work of Wm. P. Goldman as is now in pieces, but ordered the matter to be reported to him if an agreement could not be reached within three days.

George L. Bell
Chairman.

8. DECISION IN CASE OF SAMUEL ROSENTHAL & BROS., Manufacturers.

WILLIAM P. GOLDMAN, Manufacturer.

and

Mr. Benjamin Contractor.

(Continued - 2)

1. The Chairman ruled that this was a case within his jurisdiction under the general agreement and decision of August 15, 1919, bringing such cases between contractors and manufacturers under the impartial machinery. Such an agreement as was made by the parties in this case must be strictly observed in the interest of good faith and orderly government and procedure in the market. It was, therefore, ordered that all work of the firm of Wm. P. Goldman which had not been started in the machines of the contractor, should be immediately returned, and that the contractor should take no further work from this firm.

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Chairman.

68. DECISION IN CASE OF ULLMAN BROS.

October 11, 1919.

On September 15, during the absence of the Impartial Chairman from the city, the Board of Three (made up of a representative of the Amalgamated, a representative of the Manufacturers' Association, and an impartial person appointed by the Chairman) held a hearing on the request of the firm to have a cutter who had left his position and engaged in private business for a considerable length of time, reinstated in the shop by the Amalgamated. No appeal has been taken from the decision of the Board of Three, and the statement below is given out by the Impartial Chairman merely as a matter of preserving a written record of the ruling made by the Board.

The Board decided unanimously that the ^{Amalgamated} ~~firm~~ was not under obligation to reinstate the man in question, as he had left his position voluntarily to enter business, had been away from the trade for some time and was not entitled to be placed ahead of the regular workers in the trade.

The Impartial Chairman, since no appeal has been taken, confirms the above ruling, but does not regard it as establishing any general precedent - but merely a decision on the particular facts involved.

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confirms the above ruling, but does not regard it as establishing
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facts involved.

86. DECISION IN CASE OF ZEEMAN & GROSSMAN

October 20, 1919.

The Labor Manager of the Clothing Manufacturers' Industrial Exchange submitted a request in proper form for the discharge of a buttonhole maker from the shop. After careful investigation the Labor Manager reported that this worker had been causing considerable trouble throughout the day, threatening to make all the workers stop work, if certain of her requests were not granted, and causing a general commotion in the shop, which had almost entirely stopped production.

On the statement of facts submitted it is clear that the worker in question must be discharged as a matter of discipline and the request for permission to discharge is granted to take effect immediately.

... *George L. Bell* ...
Chairman.

86. DECISION IN CASE OF REEMAN & GROSSMAN

October 20, 1918.

The Labor Manager of the Clothing Manufacturers' Industrial Exchange submitted a request in proper form for the discharge of a buttonhole maker from the shop. After careful investigation the Labor Manager reported that this worker had been causing considerable trouble throughout the day, threatening to make all the workers stop work. If certain of her requests were not granted, and causing a general commotion in the shop, which had almost entirely stopped production.

On the statement of facts submitted it is clear that the worker in question must be discharged as a matter of discipline and the request for permission to discharge is granted to take effect immediately.

Wm. D. Bell
Chairman.

75. DECISION IN CASE OF S. D. LEVY CO.

October 21, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Mitchell, Greef and S. D. Levy, of the firm.

Amalgamated represented by J. P. Friedman.

The complaint of the Manufacturers' Association is to the effect that the cutters in the shop of S. D. Levy were guilty of disorderly conduct on October 11; that, notwithstanding the 5-1/2 day week agreement, they had not worked on Saturday, October 18; and that on October 20 the cutters restricted their production.

The representative of the Amalgamated admitted the disorder and the "lay down" in work but claimed that the latter had been remedied and that normal production was now being maintained.

On the 5-1/2 day week question the matter was further involved by the refusal of the men to accept the wages for the week ending October 18 because the pay envelope did not contain pay for a forty-four hour week.

The evidence shows that a representative of the firm on October 6 had made an arrangement with the cutters to work a five day week as long as the tailoring shop of the firm was on that basis. The shop chairman, however, had been informed by the representative of the firm on October 13 that the 5-1/2 day schedule would be operative during that week. This request had been ignored by the cutters who continued to work on a 5 day schedule and demanded pay, on Friday, October 17, including four hours of Saturday 18th of October. The firm refused these demands and, as a result, disorder ensued. The representative of the

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75. DECISION IN CASE OF S. D. LEVY CO. (Continued - 2)

Amalgamated maintains that the men should receive pay for Saturday forenoon because of the agreement between the firm and the cutters on October 6.

The Chairman ruled:-

1. That the 5-1/2 working week must be recognized, in accordance with the decision in case No. 67;
2. That for the week in dispute, October 13-18, the men should be paid on the basis of a 40 hour week (8 hour day) and overtime for actual hours in addition, - viz. only for such time as they actually worked;
3. That the firm is not to pay for the four hours in dispute on Saturday, October 18;
4. That the so called disorderly conduct was very slight, but if any damage has been done this must be made good by the Union.

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Chairman.

Amalgamated maintains that the men should receive pay for Saturday forenoon because of the agreement between the firm and the cutters on October 8.

The Chairman ruled:-

1. That the 5-1/2 working week must be recognized, in accordance with the decision in case No. 67;
2. That for the week in dispute, October 13-18, the men should be paid on the basis of a 40 hour week (8 hour day) and overtime for actual hours in addition, - viz. only for such time as they actually worked;
3. That the firm is not to pay for the four hours in dispute on Saturday, October 18;
4. That the so called disorderly conduct was very slight, but if any damage has been done this must be made good by the Union.

Chairman.

6X DECISION IN CASE OF FRUHOOF BROS. & CO.

October 31, 1919.

Complaint by Amalgamated represented by Messrs. Gold, Weiner and committee from the shop.

Clothing Trade Association represented by Messrs. Wheaton, Fruhoof, Phillips and the foreman.

The substance of the complaint is that in spite of the general agreement that there should be no separate shop increases in wages in the market that an increase of \$5. had been given nine of ten men by the foreman.

The firm produced evidence to show that there had been no increase in wages, but admitted that certain workers had received \$5. as a present from the foreman without the knowledge of the firm. Later, the firm paid the foreman \$50. to make good this disbursement, believing that he could not afford to give such an amount.

The Chairman ruled that the money, which was given without the knowledge of the firm, was not in any sense an increase of wages, to the individuals in question. The firm cannot be expected to advance the wages in the shop merely because a present was made to a few men by the foreman. On the other hand, the action of the firm in making good the \$50. to the foreman was anything but the proper thing to do as it condoned an unwise, though generous act. Such presents to a few individuals are bound to breed discontent and resentment among the other workers in the shop.

George L. Reef.
Chairman.

DECISION IN CASE OF FRUIT & CO.

October 21, 1919.

Complaint by Amalgamated represented by Messrs. Gold,

Weiner and committee from the shop.

Clothing Trade Association represented by Messrs. Weston,

Trimbold, Phillips and the foreman.

The substance of the complaint is that in spite of the

general agreement that there should be no separate shop increases in wages in the market that an increase of \$5. had been given nine of ten men by the foreman.

The firm produced evidence to show that there had been

no increase in wages, but admitted that certain workers had received \$5. as a present from the foreman without the knowledge of the firm. Later, the firm paid the foreman \$50. to make good this disbursement, believing that he could not afford to give such an amount.

The Chairman ruled that the money, which was given without the knowledge of the firm, was not in any sense an increase of wages, to the individuals in question. The firm cannot be expected to advance the wages in the shop merely because a present was made to a few men by the foreman. On the other hand, the action of the firm in making good the \$50. to the foreman was anything but the proper thing to do as it condoned an unwise, though generous act. Such presents to a few individuals are bound to breed discontent and resentment among the other workers in the shop.

George A. Reed.
Chairman.

76. DECISION IN CASE OF GOLDSTEIN, SENS & SEIGEL

October 23, 1919.

Complaint by the Manufacturers' Association represented by Messrs. Mitchell, Sens and Committee of two.

Amalgamated represented by Messrs. Goldstein, Drubin and a committee of two.

The firm requests relief from presence and work of two men, a joiner and a pocket maker, on the ground that the men had voluntarily submitted their resignations and these had been accepted by the firm. The evidence shows that following a fist fight caused by the fact that the pocket makers in the set resented the part time work on pockets by a worker who is not receiving pocket makers' pay, the pocket maker resigned and this was followed next day by the resignation of the joiner. On the instructions of the Union officials the men went back to work, under protest of the firm. It was admitted by both sides that the resignations were presented voluntarily and accepted by the firm. The claim of the Amalgamated is that the men cannot leave work anytime they decide to quit.

The Chairman ruled:

1. That both men were to be permitted to work until a decision was reached in the case.

2. That the resignations of the two men are effective because they were voluntarily offered, and the firm accepted.

3. The firm didn't waive resignation by allowing the men to work afterwards. The men worked under protest of the firm while the matter was being taken up in an orderly manner through the Manufacturers' Association and the office

78. DECISION IN CASE OF GOLDSTEIN, SENS & SEIGEL

October 23, 1918.

Complaint by the Manufacturers' Association represented
by Messrs. Mitchell, Sens and Committee of two.
Amalgamated represented by Messrs. Goldstein, Rubin
and a committee of two.

The firm requests relief from presence and work of two
men, a joiner and a pocket maker, on the ground that the men
had voluntarily submitted their resignations and these had
been accepted by the firm. The evidence shows that following
a fist fight caused by the fact that the pocket maker in the
past resented the part time work on pockets by a worker who is
not receiving pocket makers' pay, the pocket maker resigned
and this was followed next day by the resignation of the
joiner. On the instructions of the Union officials the man
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76. DECISION IN CASE OF GOLDSTEIN, SENS & SEIGEL

(Continued - 2)

of the Impartial Chairman.

4. This ruling does not establish the precedent that men can leave their place of employment any time they choose, but only when the firm accepts resignation voluntarily offered by an employee. Any other ruling would be straining the control over individual workers and employers to the breaking point.

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Chairman.

76. DECISION IN CASE OF GOLDSTEIN, SEARS & SEIGEL

(Continued - 2)

of the Imperial Chairman.

4. This ruling does not establish the precedent

that men can leave their place of employment any time they choose, but only when the firm accepts resignation voluntarily offered by an employee. Any other ruling would be straining the control over individual workers and employers to the

breaking point.

Chairman.

77. DECISION IN CASE OF HARRY HINDELMAN, INC.

October 27, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Elfelt and Hindleman.

Amalgamated represented by Mr. Miller.

The complaint of the Association is to the effect that the letter addressed to the Amalgamated by the Impartial Chairman, to the effect that the shop of Hindleman, Inc., was an inside shop and not a contracting shop and that work should be commenced in the shop accordingly, had not secured the desired result. The representative of the Manufacturers' Association reported that the shop was still out and that the Association had failed to reach a satisfactory settlement with the Amalgamated.

1. The Chairman ruled that, in conformity with accepted procedure, the case could not be heard while the men were out, and ordered the Amalgamated to have the men returned to work immediately.

2. The case to be reheard when the Manufacturers' Association shall bring the necessary evidence in support of the fact that this is an inside shop, and when the complaint of the Amalgamated with reference to the foreman can also be heard.

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Chairman.

77. DECISION IN CASE OF HARRY HINDELMAN, INC.

October 27, 1919.

Complaint by Manufacturers' Association, represented

by Messrs. Ellet and Hindelman.

Amalgamated represented by Mr. Miller.

The complaint of the Association is to the effect that the letter addressed to the Amalgamated by the Imperial Chairman, to the effect that the shop of Hindelman, Inc., was an inside shop and not a contracting shop and that work should be commenced in the shop accordingly, had not secured the desired result. The representative of the Manufacturers' Association reported that the shop was still out and that the Association had failed to reach a satisfactory settlement with the Amalgamated.

1. The Chairman ruled that, in conformity with accepted procedure, the case could not be heard while the men were out, and ordered the Amalgamated to have the men returned to work immediately.

2. The case to be reheard when the Manufacturers' Association shall bring the necessary evidence in support of the fact that this is an inside shop, and when the complaint of the Amalgamated with reference to the foreman can also be heard.

Chairman.

78. DECISION IN CASE OF ANSELOWITZ & LUBINSKY

October 28, 1919.

Complaint by Manufacturers' Association represented by Mr. Elfelt and a representative of the firm.

Amalgamated represented by Mr. Weinstein and the Shop Chairman.

The substance of the complaint is that the cutters in this establishment had refused to work on Sundays in spite of the fact that this had been a customary practice in this firm for six years.

The representative of the Amalgamated contended that the demand had been made for the discontinuing of Sunday work because of the fact that the premises were not heated on Sundays and because elevator service was not obtainable and workers had to walk seven flights of stairs.

The Chairman ruled that because of the fact that the premises were not heated during the winter months the men can not be required to work on Sundays and that an arrangement should be made by the Manufacturers' Association and the Amalgamated whereby it will be practicable for the men in this shop to work a 44 hour week in accordance with this decision.

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Chairman.

78. DECISION IN CASE OF ANSELOVITZ & LUBINSKY

October 28, 1919.

Complainant by Manufacturers' Association represented

by Mr. Kilels and a representative of the firm.

Amalgamated represented by Mr. Weinstein and the

Shop Chairman.

The substance of the complaint is that the cutters

in this establishment had refused to work on Sundays in spite

of the fact that this had been a customary practice in this

firm for six years.

The representative of the Amalgamated contended that

the demand had been made for the discontinuing of Sunday work

because of the fact that the premises were not heated on Sun-

days and because elevator service was not obtainable and

workers had to walk seven flights of stairs.

The Chairman ruled that because of the fact that the

premises were not heated during the winter months the men

can not be required to work on Sundays and that an arrange-

ment should be made by the Manufacturers' Association and the

Amalgamated whereby it will be practicable for the men in this

shop to work a 44 hour week in accordance with this decision.

Chairman.

79. DECISION IN CASE OF J. FRIEDMAN & CO.

October 29, 1919.

Complaint by Manufacturers' Association represented by Messrs. Gitchell and Greef.

Amalgamated represented by Messrs. Weinstein and Stone.

The representative of the Manufacturers' Association contended that the Union had penalized the firm by withdrawing an examiner from the shop, and asked that the man be reinstated.

The representative of the Amalgamated explained that the examiner in question had used abusive language to the shop chairman and had also been guilty of making serious charges against the character of a prominent official of the Amalgamated, and, in the interest of discipline, it was necessary that the examiner be withdrawn. The Manufacturers Association did not question the right of the Amalgamated to discipline its members, but claimed that under a previous ruling in Case 39 a procedure had been established whereby the act of disciplining members by either the Amalgamated or the Manufacturers' Association should not result in hardship to parties not involved in the dispute. In this case, it was contended, the Amalgamated had not followed the procedure established.

The Chairman ruled:

/. That the procedure established by Case 39 was the only question involved, since the Manufacturers' Association granted that the Amalgamated had the unquestioned right to discipline its own members, and ordered the representative of the Amalgamated

78. DECISION IN CASE OF J. FRIEDMAN & CO.

October 29, 1919.

Complaint by Manufacturers' Association represented by

Messrs. Mitchell and Green.

Amalgamated represented by Messrs. Weinstein and Stone.

The representative of the Manufacturers' Association

contended that the Union had penalized the firm by withdrawing an examiner from the shop, and asked that the man be reinstated.

The representative of the Amalgamated explained that

the examiner in question had used abusive language to the shop

chairman and had also been guilty of making serious charges

against the character of a prominent official of the Amalgamated,

and, in the interest of discipline, it was necessary that the

examiner be withdrawn. The Manufacturers Association did not

question the right of the Amalgamated to discipline its members,

but claimed that under a previous ruling in Case 38 a procedure

had been established whereby the act of disciplining members

by either the Amalgamated or the Manufacturers' Association

should not result in hardship to parties not involved in the

dispute. In this case, it was contended, the Amalgamated had

not followed the procedure established.

The Chairman ruled:

1. That the procedure established by Case 38 was the only

question involved, since the Manufacturers' Association granted

that the Amalgamated had the unquestioned right to discipline

its own members, and ordered the representative of the Amalgamated

79. DECISION IN CASE OF J. FRIEDMAN & CO. (Continued 2)

to discuss the matter with the Labor Manager of the Manufacturers' Association so that arrangements could be made whereby the firm would not suffer.

Note: (It was later reported by the Labor Manager of the Manufacturers' Association that the method of procedure had since been observed by the representative of the Amalgamated and satisfactory arrangements made in this case).

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Chairman.

to discuss the matter with the Labor Manager of the Manufacturers' Association so that arrangements could be made whereby the firm would not suffer.

Note: (It was later reported by the Labor Manager

of the Manufacturers' Association that the method of procedure had since been observed by the representative of the Amalgamated and satisfactory arrangements made in this case).

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Chairman.

80. DECISION IN CASE OF INTERNATIONAL DUPLEX COAT CO.

October 29, 1919.

Complaint by the Manufacturers' Association represented by Mr. Mitchell, and Mr. Sampson of the firm.

Amalgamated represented by Mr. Senter.

On Monday, October 27, the firm was approached by the representative of the Amalgamated with a request that overtime be stopped since it was in violation of Union practice. Overtime of 20 hours per week had been worked and the representative of the Amalgamated asked that two additional cutters be employed.

The representative of the Manufacturers' Association stated that this was a specialty shop and that work, often scarce in the morning was crowded into the afternoon. The employment of two additional cutters, it was claimed by the representative of the Manufacturers' Association, would not help the situation.

The representative of the Amalgamated claims that there is plenty of room for additional cutters and that he demonstrated this fact to the representative of the firm on October 27. An argument ensued during the conversation in the shop on October 27. As a result of this argument, the representative of the Amalgamated ordered the men to stop work. The complaint of the Manufacturers' Association is that (1) The Amalgamated wrongfully ordered the men to stop work; (2) That wages should not be paid the men for the day and a half which they lost. The Amalgamated contends that the men should be paid and that the men would never have been ordered to stop work but for the attitude of the firm's representative which was so overbearing as to prevent any other course being taken.

Ruled:- 1. That the men are not to be paid for the time lost,

80. DECISION IN CASE OF INTERNATIONAL DUPLEX COAT CO.

October 28, 1918.

Complaint by the Manufacturers' Association represented by

Mr. Mitchell, and Mr. Hanson of the firm

Amalgamated represented by Mr. Genter.

On Monday, October 27, the firm was approached by the

representative of the Amalgamated with a request that overtime be

stopped since it was in violation of Union practice. Overtime of

30 hours per week had been worked and the representative of the

Amalgamated asked that two additional outers be employed.

The representative of the Manufacturers' Association stated

that this was a specialty shop and that work, often scarce in the

morning was crowded into the afternoon. The employment of two

additional outers, it was claimed by the representative of the

Manufacturers' Association, would not help the situation.

The representative of the Amalgamated claims that there is

plenty of room for additional outers and that he demonstrated this

fact to the representative of the firm on October 27. An argument

ensued during the conversation in the shop on October 27. As a

result of this argument, the representative of the Amalgamated

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day and a half which they lost. The Amalgamated contends that the

men should be paid and that the men would never have been ordered

to stop work but for the attitude of the firm's representative

which was so overbearing as to prevent any other course being taken.

Ruled: - 1. That the men are not to be paid for the time lost.

80. DECISION IN CASE OF INTERNATIONAL DUPLEX COAT CO. (3-continued)

as it was not necessary to call the men out to bring any grievances of the workers to the attention of the Impartial Chairman. Stoppages of work are in clear violation of the letter and spirit of the general agreement.

2. The Chairman also reprimanded the business agent who had ordered the men to stop work; and the business agent was warned that if he takes such action in the future in any cases, the Chairman will ask the general officers of the Amalgamated to take appropriate action.

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Chairman

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and spirit of the general agreement.

2. The Chairman also reprimanded the business agent who
had ordered the men to stop work; and the business agent was warned
that if he takes such action in the future in any cases, the
Chairman will ask the general officers of the Amalgamated to take
appropriate action.

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Chairman

81. DECISION IN CASE OF ZEEMAN & GROSSMAN

October 30, 1919.

Complaint by the Amalgamated represented by Messrs. J. P. Friedman and committee from the shop.

Manufacturers' Association represented by Mr. Greef, and Mr. Grossman of the firm.

The representative of the Amalgamated stated that this complaint arose out of Case 48. The decision in Case 48 was to the effect that an employee of this firm should be considered as a member of the firm's working force because the firm at that time had not followed the procedure governing discharge cases. Following this decision a mutual agreement was made between the representatives of the Amalgamated and the firm to secure another position for the employee in question. Neither party to the agreement was able to secure speedy re-employment of the man, so the firm transferred him to another of its shops. In the meantime, the man was out of work for one week and three days.

The Amalgamated asks that the man be paid the scale of wages prevailing in the tailoring shop and also payment for time lost, or else that man should be reinstated in his old position.

The Manufacturers' Association representative stated that the man is receiving the prevailing wages in the tailoring shop, and that the firm considered the discharge case closed when wages were paid at the end of the week when the agreement had been made with the representative of the Amalgamated. The representative of the firm asked that the question of discharge be opened up on the basis of the complaint as of August 18. The desire being to discharge the employee from the shop in which he is now working.

81. DECISION IN CASE OF FREEMAN & GROSSMAN

October 30, 1918.

Complaint by the Amalgamated represented by Messrs. J. P.

Friedman and committee from the shop.

Manufacturers' Association represented by Mr. Green, and

Mr. Grossman of the firm.

The representative of the Amalgamated stated that this

complaint arose out of Case 48. The decision in Case 48 was to the

effect that an employee of this firm should be considered as a mem-

ber of the firm's working force because the firm at that time had

not followed the procedure governing discharge cases. Following this

decision a mutual agreement was made between the representatives of

the Amalgamated and the firm to secure another position for the

employee in question. Neither party to the agreement was able to

secure speedy re-employment of the man, so the firm transferred him

to another of its shops. In the meantime, the man was out of work for

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The Amalgamated asks that the man be paid the scale of wages

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representative of the Amalgamated. The representative of the firm

asked that the question of discharge be opened up on the basis of the

complaint as of August 18. The desire being to discharge the employee

from the shop in which he is now working.

81. DECISION IN CASE OF ZEEMAN & GROSSEMAN - (2-continued)

Ruled:-

1. That the man is not to be paid for the time lost. The mutual agreement between the firm and the representative of the Amalgamated concerning the transfer of the man closed Case 48.

2. The appeal for discharge of the employee cannot be granted on the basis outlined by the Manufacturers' Association for the same reasons as govern the foregoing ruling with reference to payment for the period of unemployment. The placing of the employee in another shop must be construed as rehiring, and the old issue and facts can not be revived at this late date.

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Chairman

Rules:-

1. That the man is not to be paid for the time lost. The mutual agreement between the firm and the representative of the Amalgamated concerning the transfer of the man closed Case 48.
2. The appeal for discharge of the employee cannot be granted on the basis outlined by the Manufacturers' Association for the same reasons as govern the foregoing ruling with reference to payment for the period of unemployment. The placing of the employee in another shop must be construed as retraining, and the old issue and facts can not be revived at this late date.

Chairman