

10X. DECISION IN CASE OF FRUHAUF BROS.

January 6th, 1920.

Complaint by the Amalgamated represented by Mr. Gold and a committee of two from the shop. The Clothing Trade Association represented by Mr. Wheaton and Mr. Fruhauf of the firm.

A request was made by the Amalgamated for a change in the work system from piece to week work. The reason for this request lay in the desire of the representatives of the Amalgamated to effect a greater control over the workers in this shop and eliminate the factors which have been productive of considerable friction and unrest. The firm, it was claimed, has a working force of some 400 people of whom only about 20 are on piece work and these are distributed throughout the several sections and operations. This condition, it was asserted, was productive of irritation among the workers.

The small proportion of piece workers, it was contended, while creating difficulty for the firm was also directly responsible for breaking down the morale of the men in this particular shop. The contention of the representatives of the Amalgamated was that if the organization is to cooperate adequately with the firm, for the stabilization of production it must secure greater control and to accomplish this it was necessary in this shop to secure a change from piece to week work on the part of these few workers.

The contention of the Clothing Trade Association was that the proposal of the representatives of the Amalgamated would not guarantee the stabilization of production. The firm, it was contended, had suffered materially in the matter of production and the situation was now serious and critical. Under the agreement the

101. DECISION IN CASE OF TRIMMERS' SHOP.

January 28th, 1930.

Complaint by the Amalgamated represented by Mr. Gold and a committee of two from the shop. The Clothing Trade Association represented by Mr. Weston and Mr. Frank of the firm.

A request was made by the Amalgamated for a change in the work system from piece to task work. The reason for this request lay in the desire of the representatives of the Amalgamated to effect a greater control over the workers in this shop and eliminate the factors which have been productive of considerable friction and unrest. The firm, it was claimed, has a working force of some 400 people of whom only about 20 are on piece work and these are distributed throughout the several sections and operations. This condition, it was asserted, was productive of friction among the workers.

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10X. DECISION IN CASE OF FRUBAUF BROS. (Continued - 2)

January 8th, 1930.

firms represented in the Clothing Trade Association had a right to the maintenance of the status quo and this included the piece work system. It was argued that a change in system would mean a loss in production.

The case was complicated by the fact that the firm, during the month of October 1919, had entered into a special agreement with representatives of the Amalgamated whereby a change from piece to week work was effected by voluntary action. This October arrangement was a material factor in creating the unrest and disaffection among the workers with the consequent results to the manufacturer.

With the object of obtaining a basis of operation in this shop, the Chairman granted the request of the Amalgamated for a change in the system of work from piece to week work; the mutual agreement whereby representatives of both parties shall work out an arrangement to protect production is to be carried into effect simultaneously.

2. The decision is not to be taken as a precedent.
3. The change in the system of work is to apply only to the workers within the shop not to the "outside" finishers.

David C. Adie
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Associate Chairman.

January 21st, 1920.

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3. The change in the system of work is to apply only to

the workers within the shop not to the "outside" finishers.

.....
Associate Chairman.

101. DECISION IN CASE OF A. HOCHMAN & CO.

January 13, 1920.

Complaint by the Association represented by Messrs. Greif and McJoint and a committee. The Amalgamated represented by Mr. Weinstein and a committee from the shop.

The complaint in substance is that the decision in the case #90 issued on December 7, 1919, has not been complied with. At the date of the former hearing, the Chairman ruled that sufficient evidence was presented to show that the worker was not giving satisfactory production and the worker was ordered to attain and maintain a fair production. The representative of the Amalgamated, by agreement, was held responsible for better results. Since the decision was rendered on December 7th a slight improvement in production is noticeable but the results are still unsatisfactory.

The Chairman ruled that the worker should be retained by the firm. The Amalgamated is instructed to see to it that a production, at least equal to what is being given in shops doing similar work, is attained. If this result is not secured by the end of the first week after the ruling is in the hands of both parties, the Labor Manager of the Clothing Manufacturers' Industrial Exchange of New York is given complete authority to discharge the worker.

David C. Ackie
.....
Associate Chairman.

January 13, 1930.

Complain by the Association represented by Messrs. Green
and Holstein and a committee. The Amalgamated represented by
Mr. Weinstein and a committee from the shop.
The complaint in substance is that the decision in the
case 450 issued on December 7, 1919, has not been complied with.
At the date of the former hearing, the Chairman ruled that sufficient
evidence was presented to show that the worker was not giving satis-
factory production and the worker was ordered to attain and maintain
a fair production. The representative of the Amalgamated, by agree-
ment, was held responsible for better results. Since the decision
was rendered on December 7th a slight improvement in production is
noticeable but the results are still unsatisfactory.
The Chairman ruled that the worker should be retained by
the firm. The Amalgamated is instructed to see to it that a pro-
duction, at least equal to what is being given in shops doing similar
work, is attained. If this result is not secured by the end of the
first week after the ruling is in the hands of both parties, the
Labor Manager of the Clothing Manufacturers' Industrial Exchange of
New York is given complete authority to discharge the worker.

Associate Chairman.

102. DECISION IN CASE OF GOLDSTEIN-SENS & SIEGEL, INC.

January 14, 1920.

Complaint by the Amalgamated represented by Mr. Senter and a committee from the shop. Manufacturers' Association represented by Mr. Greef and Messrs. Sens and Goldstein of the firm.

The complaint of the Amalgamated in substance is that the above firm laid off the cutters for three days during weeks ending December 27th and January 3rd respectively. Objection was taken to this method of dividing the time. It was claimed that the firm simply used this method in order to avoid paying wages for Christmas and New Year's day. The firm, it was claimed, had paid for holidays since July 4, 1919, and had also promised the men that work would be provided 52 weeks in the year.

The contention of the Manufacturers' Association was that the firm had not made a practice of paying for holidays but that since July 4th they had been giving consideration to the question of payment for holidays - each holiday being a separate issue. It was further claimed that a division of time had been established in the shop in order to facilitate the taking of an inventory.

The Chairman ruled:

1. That the firm's decision with reference to the division of time is justified.

2. In view of the fact that the question of payment for holidays is a market issue, the Chairman decided to withhold the ruling on this individual case and to deal with the principle of payment for holidays in a general market ruling.

David C. Adie
.....
Associate Chairman.

January 14, 1950.

Complaint by the Amalgamated represented by Mr. Bender and a committee from the shop. Manufacturers' Association represented by Mr. Green and Messrs. Sons and Goldstein of the firm. The complaint of the Amalgamated in substance is that the above firm laid off the cutters for three days during weeks ending December 27th and January 3rd respectively. Objection was taken to this method of dividing the time. It was claimed that the firm simply used this method in order to avoid paying wages for Christmas and New Year's day. The firm it was claimed, had paid for holidays since July 4, 1919, and had also promised the men that work would be provided 52 weeks in the year. The contention of the Manufacturers' Association was that the firm had not made a practice of paying for holidays but that since July 4th they had been giving consideration to the question of payment for holidays - each holiday being a separate issue. It was further claimed that a division of time had been established in the shop in order to facilitate the taking of an inventory.

The Chairman ruled:

1. That the firm's decision with reference to the division of time is justified.
2. In view of the fact that the question of payment for holidays is a matter of contract, the Chairman decided to withhold the ruling on this individual case and to deal with the principle of payment for holidays in a general matter ruling.

Associate Chairman.

103. DECISION IN CASE OF GOLDSTEIN-SENS & SIEGEL, INC.

January 14, 1930.

Complaint by the Association represented by Mr. Greef and Messrs. Sens and Siegel of the firm. Amalgamated represented by Mr. Senter and committee from the shop.

The representative of the Manufacturers' Association asked for the discharge of four workers. It was claimed that by individual and combined action these four workers kept the cutting room in a continual state of chaos; that the workers were discourteous to the firm and its representatives; that changes had been made in the sizes of cutting tickets without the knowledge of the firm; that the four workers frequently held conferences on the cutting room floor and had refused to obey certain instructions issued by the firm.

The representative of the Amalgamated denied these charges in their entirety.

The Chairman ruled that the evidence submitted by the representatives of the Manufacturers' Association did not sustain the charges preferred against these workers and denied the request for discharge.

David C. Archie
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Associate Chairman.

January 14, 1930.

Complaint by the Association represented by Mr. Green and Messrs. Berg and Singel of the firm. Answered represented by Mr. Green and committee from the shop.

The representative of the Manufacturers' Association asked for the discharge of four workers. It was claimed that by individual and combined action these four workers kept the cutting room in a continual state of chaos; that the workers were disrespectful to the firm and its representatives; that changes had been made in the class of cutting tickets without the knowledge of the firm; that the four workers frequently held conferences on the cutting room floor and had refused to obey certain instructions issued by the firm.

The representative of the Manufacturers' Association denied these charges in their entirety.

The Chairman ruled that the evidence submitted by the representatives of the Manufacturers' Association did not establish the charges preferred against these workers and denied the request for discharge.

David C. Clark
Associate Chairman.

P 17. GENERAL AWARD ON QUESTIONS AFFECTING CUTTERS, PENDING
DECISION SINCE GENERAL CONFERENCE, NOVEMBER 1919.

January 17, 1920.

During the consideration of wage claims in the month of November, two questions were left undecided - the claims of the cutters for payment for nine legal holidays and the proposal to raise the wage scale of lining cutters and fitters to the level of markers, machine cutters and trimmers, that is, from \$47. to \$51. per week.

The representatives of the Manufacturers' Association and the Amalgamated having failed after several conferences to reach an agreement, the matter was left to the Impartial Chairman for decision.

The contention of the representatives of the Amalgamated was that a fairly general practice had been established in the Men's and Boys' Clothing Industry on the question of payment for legal holidays. It was further contended that the workers in the cloak and suit, waist and furrier branches of the trade were also operating under this plan. The disadvantage of a dual policy in the market must lead to constant irritation and strife and since the workers in 149 cutting rooms were being paid for holidays already, the practice should govern all the cutting rooms in the market.

With reference to the suggested new scale of wages for lining cutters and fitters, the arguments were advanced that these workers were engaged in operations demanding skill and responsible workmanship equal to that of the other operations now receiving a \$51. scale. The present system obtaining in the market prevents the worker from becoming a full mechanic. The new scale, it was contended, would abolish the artificial distinction which now exists and the change should be effected by an increase of \$2. per week each month until the scale of \$51. is reached.

The representative of the Manufacturers' Association contended that the wage scales in the New York market were as high as the industry could afford at this time. The difference in wage scale between the lining cutters, fitters and markers, machine cutters and trimmers had always existed in the market because it was an accepted principle, involving among other things, the general question of skill.

The granting of payment for holidays, it was argued, which was now made on the basis of consideration, would deprive the manufacturer of this advantage. The Chairman was urged to make a careful study of the question not only as it relates to New York but to other markets before issuing a decision.

Undue delay in deciding questions of controversy in any industry is the cause for much discontent, but the Chairman felt that these particular questions justified careful consideration and time has been taken to secure information in the shops, in conference and by interviews. The result of these discussions leads the Chairman to make rulings as follows:

DECISION SINCE GENERAL CONFERENCE, NOVEMBER 1918.

THE UNIVERSITY OF CHICAGO

During the consideration of wage claims in the month of November two questions were left undecided - the claim of the workers for payment for nine legal holidays and the proposal to raise the wage scale of the workers and officers to the level of workers, machine operators and

The representatives of the "Kommunistische" Association and the "Kommunistische" Association having failed after several conferences to reach an agreement, the matter was left to the Imperial Council for decision.

The contention of the representatives of the Amalgamated was that a fairly general practice had been established in the Men's and Boys' Clothing Industry on the question of payment for legal holidays. It was further contended that the workers in the cloak and suit, shirt and furrier branches of the trade were also operating under this plan. The disadvantage of a dual policy in the market would be consequent restriction and curtailment and since the workers in the existing rooms were being paid for holidays already, the practice should govern all the existing rooms in the market.

With reference to the suggested new scale of wages for lining cutters and fitters, the arguments were advanced that these workers were engaged in operations demanding skill and responsible workmanship equal to that of the other operations now receiving a \$51. scale. The present system obtaining in the waterways prevents the worker from becoming a full mechanic. The new scale, it was contended, would abolish the artificial distinction which now exists and the change should be effected by an increase of \$1. per week each month until the scale of \$51. is reached.

The representative of the Manufacturers' Association contended that the wage scales in the New York market were as high as the industry could afford at this time. The difference in wage scale between the limiting orders, fifteen and sixteen, machine orders and repairs was always existed in the market because it was an accepted principle, involving many other things, the general question of skill.

The granting of payment for solatary, it was argued, which was new made on the basis of consideration, would deprive the government of this advantage. The Chairman was urged to make a careful study of the question not only as it relates to New York but to other States in-
love involved a decision.

Results of these discussions with the Chairman are as follows:
To secure information in the shop, in England and by interview. The
strongest possible (possible) consideration and this has been taken
in the case for each discussion, but the Chairman felt that there was
a delay in deciding questions of controversy in any laboratory

P 17. GENERAL AWARD ON QUESTIONS AFFECTING CUTTERS, PENDING

DECISION SINCE GENERAL CONFERENCE, NOVEMBER 1919. (Cont. - 2)

January 17, 1920.

1. Payment for legal holidays already obtains in the representative cutting rooms of the market without evident loss of production. The Chairman, therefore, sustains the claim of the cutters' section of the Amalgamated on the question of payment for nine legal holidays. The Chairman urges upon the Amalgamated to make arrangements with the manufacturers so that the loss of production involved on these holidays will be absorbed during the season and that the manufacturer will continue, as at present, to suffer no unnecessary loss as a result of payment for holidays.

2. The claim for the alteration of the wage scale of lining cutters and fitters is still an open question in the mind of the Chairman. The technical elements involved are such as to make difficult the appraisal of values and the evidence submitted, as far as the Chairman is concerned, is inconclusive. The Chairman, therefore, requests that a committee of five composed of two representatives of the Amalgamated, two representatives of the Manufacturers' Association and one person of recognized expert experience, acceptable to both parties, be created to advise on this question. This committee is to report its findings prior to the first of February.

David C. J. J. J.
Associate Chairman.

January 17, 1920.

1. Payment for legal holidays already claimed in the representation-
five cutting rooms of the cutter without evident loss of production.
The Chairman, therefore, maintains the claim of the cutters' association
of the Association on the question of payment for nine legal holidays.
The Chairman wishes upon the Association to make arrangements with the
management so that the loss of production involved on these holidays
will be absorbed during the season and that the management
will continue, as at present, to make no unnecessary loss as a result
of payment for holidays.

2. The claim for the restoration of the wage scale of lining cut-
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The technical elements involved are such as to make difficult
the appraisal of value and the evidence submitted, as far as the
Chairman is concerned, is inconclusive. The Chairman, therefore,
requests that a committee of five composed of two representatives
of the Association, two representatives of the Manufacturers' Association
and one person of recognized expert experience, suggest
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committee is to report its findings prior to the first of February.

David C. Davis.
Associate Chairman.

104. DECISION IN CASE OF GOLDSTEIN-SENS & SIEGEL

January 30, 1930.

Complaint by the Amalgamated represented by Mr. Drubin and committee from the shop. Manufacturers' Association represented by Mr. Greef, Mr. McJeant and Mr. Siegel of the firm.

The complaint in substance is that the workers in the inside shop of this firm are discriminated against by the failure of the firm to observe the market practice which gives preference to inside shop workers over the workers in contracting shops. It was asserted that the firm had two contractors, one of which was a non-union shop and that work was being done in these shops with the result that the pocket-makers and joiners in the inside shop were laid off. This action taken without notice being given to representatives of the Amalgamated or the Association, caused a stoppage in the entire shop. It was asserted that by laying off these workers the firm virtually indicated that there was no work for the shop and the process of finishing up was in operation. The representative of the Amalgamated claimed that under the market practice, employers should give preference to the inside shop and that work should not be diverted to a non-union shop. The claim was also made by the Amalgamated, that payment for all time lost as a result of this dispute should be awarded the workers.

The representative of the Manufacturers claimed that the firm had acted in good faith and was under the impression that the shop described by the Union as a non-union shop was in reality a union shop. All of the time lost, except two hours, it was asserted, was unnecessary and the responsibility rested with the Amalgamated.

January 20, 1920.

Complaint by the Amalgamated represented by Mr. Dublin and committee from the shop. Manufacturers' Association represented by Mr. Green, Mr. Molloy and Mr. Siegel of the firm.

The complaint in substance is that the workers in the inside shop of this firm are discriminated against by the failure of the firm to observe the market practice which gives preference to inside shop workers over the workers in contracting shops. It was asserted that the firm had two contractors, one of which was a non-union shop and that work was being done in these shops with the result that the pocket-money and bonuses in the inside shop were paid off. This action taken without notice being given to representatives of the Amalgamated or the Association, caused a stoppage in the entire shop. It was asserted that by laying off these workers the firm was actually indicated that there was no work for the shop and the process of finishing up was in operation. The representative of the Amalgamated claimed that under the market practice, employees should give preference to the inside shop and that work should not be diverted to a non-union shop. The claim was also made by the Amalgamated that payment for all time lost as a result of this dispute should be awarded the workers.

The representative of the Manufacturers claimed that the firm had acted in good faith and was under the impression that the shop described by the Union as a non-union shop was in reality a union shop. All of the time lost, except two hours, it was asserted, was unnecessary and the responsibility rested with the Amalgamated.

104. DECISION IN CASE OF GOLDSTEIN-SENS & SIEGEL (Cont. - 2)

January 20, 1930.

The claim was made by the representative of the Manufacturers' Association that the firm should be allowed to finish up the work in the contracting shop.

The Chairman ruled:

1. The firm evidently acted in good faith in sending work to the contractor and is to be allowed to finish up the work in the contracting shop. The responsibility for organizing the non-union shop rests with the Amalgamated. Under the agreement the workers have a right to demand that the work be sent to shop operating under union conditions.

2. The responsibility for the time lost is divided. Under the agreement, stoppages are not permitted but the firm ought not to have stopped these particular sections without giving the representatives of the Amalgamated adequate notice. The manufacturer should appreciate the fact that the action taken by his representative makes more difficult the work of the labor manager and tends to disturb conditions. A definite responsibility rests upon manufacturers to see that the human relationships in the shops are not involved by hasty and ill-considered action.

3. Payment for lost time is awarded to the workers as follows: four pocket-makers are to be paid for two hours lost on Thursday, January 15th; all workers in the shop are to be paid for Friday, January 16th, and the seven workers who, by action of the foreman, lost three hours each on Monday, are to be paid.

4. The responsibility for time lost on Tuesday rests upon the workers and payment for this day is not ordered.

David C. Adie, Associate
Chairman.

The claim was made by the representative of the Manufacturers' Association that the firm should be allowed to finish up the work in the contracting shop.

The Chairman ruled:

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3. Payment for lost time is awarded to the workers as follows: Four pocket-makers are to be paid for two hours lost on Thursday, January 12th; all workers in the shop are to be paid for Friday, January 13th, and the seven workers who, by action of the foreman, lost three hours each on Monday, are to be paid.

4. The responsibility for time lost on Tuesday rests upon the workers and payment for this day is not ordered.

Frank C. Miller, Chairman.
Manufacturers' Association.

107. DECISION IN CASE OF LASHER & RICE

January 20, 1920.

Complaint by the Amalgamated represented by Mr. Haas. Association represented by Messrs. Taube and Lasher.

The complaint, in substance, is that the contractor, on Monday February 16th, discharged a bushelman without notice and that as a result of the failure to adjust matters, the workers in this shop have been out of work for three days. The representative of the Amalgamated claims that the responsibility for this stoppage rested with the contractor who refused to consider the financial demands of the workers in the shop.

On Monday evening a shop meeting was held with reference to the reinstatement of the bushelman, and the workers, receiving no satisfaction from the contractor, decided to stop work. The following morning a representative of the Amalgamated, in conference with a representative of the contractor, agreed to have the workers start work if the bushelman were reinstated. The contractor agreed to this.

The workers were out for three days before it was decided to bring the matter to the office of the Impartial Chairman.

The claim was made by the representative of the Amalgamated for three days pay for the entire shop and one day's pay in addition for the bushelman discharged.

The representative of the Manufacturers' Association admitted that the worker had not been discharged in accordance with the accepted procedure and agreed to pay for any lost time involved. He claimed, however, that the responsibility for the lost three days on the part of the workers was due to the action of the representative of the Amalgamated. On several occasions the firm had asked to have a committee of

107. DECISION IN CASE OF LASHNER & RICE

January 30, 1930.

Complaint by the Amalgamated represented by Mr. Hase. Assoc-

ation represented by Messrs. Tabor and Lasher.

The complaint, in substance, is that the contractor, on Monday February 18th, discharged a bushelman without notice and that as a result of the failure to adjust matters, the workers in this shop have been out of work for three days. The representative of the Amalgamated claims that the responsibility for this stoppage rested with the contractor who refused to consider the financial demands of the workers in the shop.

On Monday evening a shop meeting was held with reference to the reinstatement of the bushelman, and the workers, receiving no satisfaction from the contractor, decided to stop work. The following morning a representative of the Amalgamated, in conference with a representative of the contractor, agreed to have the workers start work if the bushelman were reinstated. The contractor agreed to this.

The workers were out for three days before it was decided to bring the matter to the office of the Imperial Chairman. The claim was made by the representative of the Amalgamated for three days pay for the entire shop and one day's pay in addition for the bushelman discharged.

The representative of the Manufacturers' Association admitted that the worker had not been discharged in accordance with the accepted procedure and agreed to pay for any lost time involved. He claimed, however, that the responsibility for the lost three days on the part of the workers was due to the action of the representative of the Amalgamated. On several occasions the firm had asked to have a committee of

107. DECISION IN CASE OF LASHER & RICE (Continued-2)

January 20, 1920.

The Amalgamated investigate the quality of work and general workmanship of the bushelman who had been discharged, but the committee had never come to the shop. On the strength of this the firm had discharged the bushelman.

The Chairman ruled:

1. The contractor failed to observe the general procedure with reference to the discharge of the bushelman and is ordered to pay the worker for the day he was out.
2. Having failed to observe the procedure with reference to the discharge of the bushelman, and the case in general, the contractor is ordered to pay the workers in the shop for $2\frac{1}{2}$ hours lost time - this being the first period at which a claim for adjustment should have been placed before the Impartial Chairman.
3. The balance of the time, almost three days, was lost to the workers because of the action of the representative of the Amalgamated. The loss must be borne by the workers themselves. Stoppages are unnecessary and contrary to the general agreement obtaining in the market.

David C. Adie
.....
Associate Chairman.

January 20, 1920.

The Amalgamated investigated the quality of work and general workman-
ship of the bushelman who had been discharged, but the committee had
never come to the shop. On the strength of this the firm had discharged
the bushelman.

The Chairman ruled:

1. The contractor failed to observe the general procedure with
reference to the discharge of the bushelman and is ordered to pay the
worker for the day he was out.

2. Having failed to observe the procedure with reference to
the discharge of the bushelman, and the case in general, the contractor
is ordered to pay the workers in the shop for 2 1/2 hours lost time - this
being the first period at which a claim for adjustment should have been
placed before the Industrial Chairman.

3. The balance of the time, almost three days, was lost to
the workers because of the action of the representative of the Amal-
gamated. The loss must be borne by the workers themselves. Stoppages
are unnecessary and contrary to the general agreement obtaining in the
market.

.....
Associate Chairman.

105. DECISION IN CASE OF KAHN DREYFUS & COMPANY, INC.

January 28, 1930.

Complaint by the Amalgamated represented by Mr. Schnall and a committee of two from the shop. Manufacturers' Association represented by Messrs. Elfelt, Englander and Mr. Levy of the firm.

Complaint of the Amalgamated was that a fitter in this firm is \$11. behind the scale by reason of his having failed to participate in the two previous general market increases. The representative of the Amalgamated stated that his organization had understood that the man was to be brought up to the scale, \$1. per month, subsequent to the August general wage award of \$5. This had not been done nor had the worker received the \$6. award of November 1919. No complaint had been made by the firm with reference to the quality of workmanship. The claim was made for a \$6. per week increase, retroactive from November 10th and a \$1. per month increase until the worker is brought up to the general market scale for fitters.

The representative of the Manufacturers' Association contended that no agreement was made with reference to bringing the worker up to the scale subsequent to the August award and that because of his age the man was not now a competent mechanic and for this reason he had not been given the wage increase awarded to the other workers in the cutting room. The representative of the firm further pleaded that this worker should be transferred from his shop and a younger man put in his place. In order to demonstrate that the man was not a competent mechanic, the firm was willing that a test should be made.

January 28, 1930.

Complaint by the Amalgamated represented by Mr. Schall and a committee of two from the shop. Manufacturers' Association represented by Messrs. Rife, Englander and Mr. Levy of the firm.

Complaint of the Amalgamated was that a fitter in this firm in \$11. behind the scale of reason of his having failed to participate in the two previous general market increases. The representative of the Amalgamated stated that his organization had understood that the man was to be brought up to the scale, \$1. per month, subsequent to the August general wage award of \$5. This had not been done nor had the worker received the \$6. award of November 1919. No complaint had been made by the firm with reference to the quality of workmanship.

The claim was made for a \$6. per week increase, retrospective from November 1919 and a \$1. per month increase until the worker is brought up to the general market scale for fitters.

The representative of the Manufacturers' Association contended that no agreement was made with reference to bringing the worker up to the scale subsequent to the August award and that because of his age the man was not now a competent mechanic and for this reason he had not been given the wage increase awarded to the other workers in the cutting room. The representative of the firm further pleaded that this worker should be transferred from his shop and a younger man put in his place. In order to demonstrate that the man was not a competent mechanic, the firm was willing that a test should be made.

105. DECISION IN CASE OF KAHN DREYFUS & COMPANY, INC. (cont.-2)

January 28, 1920.

The offer of the firm that the man should be given an opportunity to demonstrate his ability as a worker was accepted by the representative of the Amalgamated.

The Chairman ruled that the worker should be allowed to demonstrate his effectiveness until the week ending February 14th. This worker should be allowed to work on his own responsibility and not, as has been the custom in the shop, in cooperation with another fitter.

2. The case will be reheard and decision rendered on the result of the worker's accomplishments.

David C. Ashe

Associate Chairman.

108. DECISION IN CASE OF KAHN DREYFUS & COMPANY, INC. (cont.-2)

January 28, 1930.

The offer of the firm that the man should be given an opportunity to demonstrate his ability as a worker was accepted by the representative of the Amalgamated.

The Chairman ruled that the worker should be allowed to demonstrate his effectiveness until the week ending February 14th. This worker should be allowed to work on his own responsibility and not, as has been the custom in the shop, in cooperation with another fitter.

3. The case will be reheard and decision rendered on the results of the worker's accomplishments.

David C. Davis
Associate Chairman.

106. DECISION IN CASE OF COHEN, ENDEL & CO.

January 28, 1930.

Complaint by the Association represented by Messrs. Elfelt and Englander and Messrs. Endel of the firm. Amalgamated represented by Mr. Stone.

The case, in substance, is that the firm now hires more cutters than is necessary to meet the needs of the business and request is made for the discharge of two cutters. It is claimed by the firm that the representative of the Amalgamated agreed to take out two cutters during the height of the season. The firm is now operating in what it believes to be the height of its season, and does not expect to be able to provide work for all the men on the premises. The system of division of time had been tried but the plan had failed. The method of work had been altered in the shop to meet manufacturing requirements.

The representative of the Amalgamated contended that the organization did not object to a change of system in any shop provided the change did not work undue hardship on the workers. It was claimed that under the market custom, the firm should not ask for a discharge of these men at this time. The representative of the Amalgamated stated that unless there was an actual call for cutters, the organization could not take the men out. It was impossible at this time to carry out the tentative agreement made with the firm. The agreement had been made with the idea that it would be possible to place the excess number of workers in some other employment and not with the idea of giving relief by discharge.

The Chairman ruled: 1. If the spirit of the agreement is to be effective, the firm should retain these two cutters in question, even though it is entitled, theoretically, to a reduction in the number of cutters now employed. Under the agreement the Amalgamated has a right to ask the firm

January 28, 1933.

Complaint by the Association represented by Messrs. Kilelt and

Englander and Messrs. Kidel of the firm. Amalgamated represented by

Mr. Stone.

The case, in substance, is that the firm now hires more cutters

than is necessary to meet the needs of the business and request is made for the discharge of two cutters. It is claimed by the firm that the representative of the Amalgamated agreed to take out two cutters during the height of the season. The firm is now operating in what it believes to be the height of its season, and does not expect to be able to provide work for all the men on the premises. The system of division of time had been tried but the plan had failed. The method of work had been altered in the shop to meet manufacturing requirements.

The representative of the Amalgamated contended that the organiza-

tion did not object to a change of system in any shop provided the change did not work undue hardship on the workers. It was claimed that under the market custom, the firm should not ask for a discharge of these men at this time. The representative of the Amalgamated stated that unless there was an actual call for cutters, the organization could not take the men out. It was impossible at this time to carry out the tentative agreement made with the firm. The agreement had been made with the idea that it would be possible to place the excess number of workers in some other employment and not with the idea of giving relief by discharge.

The Chairman ruled: 1. If the spirit of the agreement is to be

effective, the firm should retain these two cutters in question, even though it is entitled, theoretically, to a reduction in the number of cutters now employed. Under the agreement the Amalgamated has a right to ask the firm

106. DECISION IN CASE OF COHEN, ENDEL & CO. (continued - 2)

January 28, 1920.

to take action with consideration for the welfare of the workers.
The firm is therefore ordered not to discharge these cutters at
this time.

2. The Amalgamated should, at the earliest time when market
conditions will permit, cooperate with the firm and establish a
normal force in the cutting room.

David C. Ache
.....
Associate Chairman.

106. DECISION IN CASE OF COHEN, ENDEL & CO. (continued - 2)

January 28, 1930.

to take action with consideration for the welfare of the workers.
The firm is therefore ordered not to discharge these cutters at
this time.

3. The Amalgamated should, at the earliest time when market
conditions will permit, cooperate with the firm and establish a
normal force in the cutting room.

David C. Davis
Associate Chairman.

17X. DECISION IN CASE OF INTERNATIONAL TAILORING CO.

February 24th, 1920.

A mutual complaint was presented by the Amalgamated represented by Messrs. Gold, Goldshall and Cirincione and the Clothing Trade Association represented by Messrs. Reed and Bubeshek.

A request had been made by the Amalgamated for consideration of an adjustment in wages for three individuals: a serger, a tacker and a buttonhole maker. The complaint was that these men were underpaid. The workers are piece workers. The request for adjustment is:

The serger, now receiving $\$1.62\frac{1}{2}$ requests $\$1.87\frac{1}{2}$;

The tacker, now receiving $\$1.82\frac{1}{2}$ requests $\$2.07\frac{1}{2}$;

The buttonhole maker " $\$2.12\frac{1}{2}$ requests $\$2.50$.

These rates are on 100 pairs of pants.

Evidence was presented at the date of the hearing to the effect that the firm was willing to make the adjustment requested in the case of the serger and tacker.

After conducting an investigation on prevailing prices and making a comparison with figures in this office, the Chairman authorizes an individual adjustment for these three workers as follows:

The serger, $\$1.87\frac{1}{2}$;

The tacker, $\$2.07\frac{1}{2}$;

The buttonhole maker $\$2.57\frac{1}{2}$.

These rates are on 100 pairs of pants.

The adjustment of rates shall be effective as of February 1st.

... *David C. Adie*
Associate Chairman.

February 24th, 1930.

A mutual complaint was presented by the Amalgamated represented by Messrs. Gold, Goldsmith and Girinone and the Clothing Trade Association represented by Messrs. Reed and Rubenak. A request had been made by the Amalgamated for consideration of an adjustment in wages for three individuals: a serger, a taker and a buttonhole maker. The complaint was that these men were underpaid.

The workers are piece workers. The request for adjustment is:
The serger, now receiving \$1.62½ requests \$1.87½;
The taker, now receiving \$1.82½ requests \$2.07½;
The buttonhole maker " \$2.12½ requests \$2.50.

These rates are on 100 pairs of pants. Evidence was presented at the date of the hearing to the effect that the firm was willing to make the adjustment requested in the case of the serger and taker.

After conducting an investigation on prevailing prices and making a comparison with figures in this office, the Chairman authorizes an individual adjustment for these three workers as follows:

The serger, \$1.87½;
The taker, \$2.07½;
The buttonhole maker \$2.57½.

These rates are on 100 pairs of pants. The adjustment of rates shall be effective as of February 1st.

...
Associate Chairman.

108. DECISION IN CASE OF EPSTEIN CHARLES-BOUGLIS

March 5, 1920.

Complaint by the Amalgamated represented by Mr. Stone. Manufacturers' Association represented by Mr. McJoynt and Mr. Block of the firm.

The complaint of the Amalgamated in substance is that an examiner who had been with the firm five years and who, six weeks ago, was appointed shop chairman, had been discharged without the matter having been taken up in the regular manner and without any evident justification. The man was not working and had been out several days. The Chairman ordered the worker reinstated and took the evidence in the case with the reservation that no decision would be rendered until the man was again at work in the shop.

The representative of the Association stated that the man had been discharged and gave four reasons:

1. Since becoming shop chairman the man was not attending to his work.
2. He was the cause of considerable disharmony in the working force of the shop and as a result was interfering with others in their work.
3. The man had on several occasions challenged the authority of the management.
4. On several occasions the man had been guilty of using bad language.

The evidence presented in support of these charges was exceedingly inconclusive.

It is evident that there is a lack of harmony on the part of the workers in this shop and that the firm has a right to expect a change in the situation in order that the manufacturing process may

March 5, 1930.

Complaint by the Assigment represented by Mr. Stone. Man-

facturers' Association represented by Mr. Kolyant and Mr. Block of

the firm.

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The representative of the Association stated that the man had

been discharged and gave four reasons:

1. Since becoming shop chairman the man was not attending to his work.
2. He was the cause of considerable disharmony in the working force of the shop and as a result was interfering with others in their work.
3. The man had on several occasions challenged the authority of the management.
4. On several occasions the man had been guilty of using bad language.

The evidence presented in support of these charges was un-

inglly inconclusive.

It is evident that there is a lack of harmony on the part of the workers in this shop and that the firm has a right to expect a change in the situation in order that the manufacturing process may

108. DECISION IN CASE OF EPSTEIN CHARLES-DOUGLIS (Cont.-3)

March 5, 1920.

not be disturbed.

The Chairman therefore ruled:

1. The examiner is to be reinstated immediately and paid for any time lost. The firm ought not to have discharged the man without adopting the accepted procedure in these matters.

2. The evidence presented by the firm is so insufficient that the Chairman is compelled to disallow the appeal for discharge.

3. The condition obtaining in this shop among the workers places a definite responsibility upon the Amalgamated and the Chairman will hold the representative of the Amalgamated responsible for securing better control in this shop. The firm has a right to expect this since disharmony among the group of examiners is detrimental to the best interests of all concerned.

.. David C. Adie
Associate Chairman.

108. DECISION IN CASE OF EPPSTEIN CHARLES-BOUGLIS (Cont.-2)

March 2, 1930.

not be disturbed.

The Chairman therefore ruled:

1. The examiner is to be reinstated immediately and paid for any time lost. The firm ought not to have discharged the man without adopting the accepted procedure in these matters.
2. The evidence presented by the firm is so insufficient that the Chairman is compelled to disallow the appeal for discharge.
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... David C. Davis
Associate Chairman.

18X. DECISION IN CASE OF BERGER, RAPHAEL & WILE.

March 5, 1920.

Complaint by the Amalgamated represented by Messrs. Gold and Rolph. The Clothing Trade Association represented by Messrs. Wheaton, Reed and Mr. Raphael of the firm.

The complaint in substance is that the continuation of piece work in several sections is causing disorder in the shop. The firm employs nine workers on a piece rate basis: one joiner, two joiners' helpers, one armhole baster, one lining maker, three buttonhole makers and one shaper. Constant disorder prevails and the Amalgamated asks for a change in the system of piece to week work in order to obtain better control in the shop and to eliminate the dissatisfaction that now obtains.

The representatives of the Clothing Trade Association claimed that there was no justification for the appeal for a change; that no evidence had been shown outlining a condition that could not be adjusted without changing the system of work. It was further asserted that the market conditions demand a maintenance of the status quo in this matter.

In view of the evidence presented, the Chairman is of the opinion that insufficient evidence has been presented by the representative of the Amalgamated and rules:

1. A change in the system prevailing in this shop is uncalled for at the present time.

2. The request made by the representative of the Amalgamated is not one which effects this shop only; the change from piece to week work is a market question. If a change in the system of work

March 5, 1930.

Complaint by the Amalgamated represented by Messrs. Gold and
Rolph. The Clothing Trade Association represented by Messrs. Whiston,
Reed and Mr. Raphael of the firm.

The complaint in substance is that the continuation of piece work
in several sections is causing disorder in the shop. The firm employs
nine workers on a piece rate basis: one joiner, two joiners' helpers,
one sarahole baster, one lining maker, three buttonhole makers and
one shaper. Constant disorder prevails and the Amalgamated asks for
a change in the system of piece to week work in order to obtain bet-
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The representatives of the Clothing Trade Association claimed
that there was no justification for the appeal for a change; that
no evidence had been shown outlining a condition that could not be
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in this matter.

In view of the evidence presented, the Chairman is of the opinion
that insufficient evidence has been presented by the representative
of the Amalgamated and rules:

1. A change in the system prevailing in this shop is uncalled
for at the present time.
2. The request made by the representative of the Amalgamated
is not one which affects this shop only; the change from piece to
week work is a market question. If a change in the system of work

18X. DECISION IN CASE OF BERGER, RAPHAEL & WILE (Cont.-2)

March 5, 1920.

is to be made, it must be made in the light of market conditions and the means used must be that of joint conference between the representatives of the Amalgamated and the Clothing Trade Association.

3. When the agreement was made between the Amalgamated and the Clothing Trade Association, the former assumed the responsibility for a definite control of the members of its organization in the individual shops and this control must still be assumed and exercised. The Chairman, therefore, is bound to assume that the Amalgamated will, in the future as in the past, cooperate with the management for the establishment of harmony and good-will in this shop.

David C. Adie
Associate Chairman.

March 5, 1930.

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.. David C. Davis
Associate Chairman.

109. DECISION IN CASE OF J. J. PERIS

March 11, 1930.

Complaint by the Association represented by Mr. Eifelt and Messrs. Price, Cohen and Rappaport of the firm. The Amalgamated represented by Mr. Senter and a committee from the shop.

The representative of the Manufacturers' Association stated that two workers in this shop, one a machine cutter and the other a marker, because of their inefficiency had caused considerable loss to the firm and it had been decided to secure their discharge.

After reviewing the case and the evidence submitted by the representatives of the Cutters' Union and the Manufacturers' Association, the Chairman decided to uphold the decision of the Labor Manager and agreed to the discharge of these two men.

David C. Adie . . .
Associate Chairman.

108. DECISION IN CASE OF J. J. WHITE

March 11, 1930.

Complaint by the Association represented by Mr. Kile's

and Messrs. Price, Cohen and Haggard of the firm. The Assn-

ganted represented by Mr. Gentry and a committee from the shop.

The representative of the Manufacturers' Association

stated that two workers in this shop, one a machine worker and the

other a worker, because of their inefficiency had caused considerable

loss to the firm and it had been decided to secure their discharge.

After reviewing the case and the evidence submitted by

the representatives of the Cutters' Union and the Manufacturers'

Association, the Chairman decided to uphold the decision of the

Labor Manager and agreed to the discharge of these two men.

David C. Price
Association Chairman

110. DECISION IN CASE OF J. J. PERIS

March 11, 1920.

Complaint by the Amalgamated represented by Mr. Senter and a committee from the shop. Association represented by Mr. Elfelt and Messrs. Price, Cohen and Rappaport of the firm.

The representative of the Amalgamated stated that a marker in this shop had been discharged without notice and asked for a re-hearing of the facts of the case and a decision from the Chairman.

This worker, it was admitted, had insulted one of the women workers in the plant.

After reviewing the case, the Chairman decided that discharge, in this case, is too severe a measure. The Chairman decided to over-rule the decision of the Labor Manager in this case. The worker was reprimanded and warned that such conduct in the future would be dealt with by dismissal.

The Chairman then ruled:

1. The man must apologize to the girl for his conduct;
2. The Executive Board of the Cutters' Union shall discipline this worker with a fine of not less than \$10.
3. The man is to be reinstated without payment for four and a half days time lost.

... David C. Adin
R
Associate Chairman.

110. DECISION IN CASE OF J. J. PERIN

March 11, 1926.

Complaint by the Amalgamated represented by Mr. Bentley and
a committee from the shop. Association represented by Mr. Kiefer
and Messrs. Prior, Cohen and Hespert of the firm.
The representative of the Amalgamated stated that a worker
in this shop had been discharged without notice and asked for a re-
hearing of the facts of the case and a decision from the Chairman.
This worker, it was admitted, had insulted one of the women
workers in the plant.

After reviewing the case, the Chairman decided that discharge
in this case, is too severe a measure. The Chairman decided to over-
rule the decision of the Labor Manager in this case. The worker was
reprimanded and warned that such conduct in the future would be dealt
with by dismissal.

The Chairman then ruled:

1. The man must apologize to the girl for his conduct;
2. The Executive Board of the Cutters' Union shall dis-
cipline this worker with a fine of not less than \$10.
3. The man is to be reinstated without payment for four
and a half days time lost.

... David C. ...
Associate Chairman.

C 8 DECISION IN CASE OF NETHOUSE, ROSEN CO.

March 16, 1920.

Complaint by the Contractors' Association represented by Mr. Augusson and Mr. Sullivan, contractor. Manufacturers' Association represented by Mr. McJoynt and Mr. Rosen of the firm.

The firm and contractor, having failed to agree as to the price to be paid for 293 coats, the matter was presented before the Impartial Chairman for decision. On October 23, 1919, the two lots, amounting to 293 coats, were sent out by the firm to the contractor but no price was agreed upon definitely. Coats of a similar model had been made by the contractor at the price of \$8.50. This price included the wage increase granted to the workers in October. At the time of receiving the order from the manufacturer, the contractor said he could not deliver at a specific date because of pressure of business and the manufacturer agreed to get another contractor, or, failing in this, to allow the coats to be made by the contractor Sullivan for delivery at the earliest possible date. Later, the contractor informed the manufacturer that the price would be \$10. and the goods were made up and delivered accordingly.

The manufacturers' argument is that he only agreed to this price under pressure and had no alternative because of the fact that the goods had been cut. This the contractor denies. The manufacturer claims that the price should be \$8.50 since no increase of wages has been awarded the workers since the price was fixed for former lots.

The Chairman decided that since the manufacturer agreed to the price of \$10. he is responsible for the carrying out of the contract. The manufacturer had the right to dispute the price before the coats were made; once having entered into the bargain, he is responsible for the carrying out of his portion of the contract. The manufacturer is, therefore, instructed to pay the contractor at the rate of \$10.

David C. Adick
Associate Chairman.

March 18, 1930.

Complaint by the Contractors' Association represented by Mr. Augustus and Mr. Sullivan, contractor. Manufacturer's Association represented by Mr. Holoyes and Mr. Rosen of the firm.

The firm and contractor, having failed to agree as to the price to be paid for 250 coats, the matter was presented before the Industrial Court for decision. On October 24, 1929, the two firms, amounting to 250 coats, were sent out by the firm to the contractor but no price was agreed upon definitely. Costs of a similar model had been made by the contractor at the price of \$8.50. This price included the wage increase granted to the workers in October. At the time of receiving the order from the manufacturer, the contractor said he could not deliver at a specific date because of pressure of business and the manufacturer agreed to get another contractor, or, failing in this, to allow the coats to be made by the contractor Sullivan for delivery at the earliest possible date.

Later, the contractor informed the manufacturer that the price would be \$10. and the goods were made up and delivered accordingly.

The manufacturer's argument is that he only agreed to this price under pressure and had no alternative because of the fact that the goods had been out. This the contractor denies. The manufacturer claims that the price should be \$8.50 since no increase of wages has been awarded the workers since the price was fixed for former lots.

The Chairman decided that since the manufacturer agreed to the price of \$10. he is responsible for the carrying out of the contract. The manufacturer had the right to dispute the price before the coats were made; once having entered into the bargain, he is responsible for the carrying out of his portion of the contract. The manufacturer is, therefore, instructed to pay the contractor at the rate of \$10.

Augustus C. Sullivan
Associate Chairman

111. DECISION IN CASE OF HARRY HINDELMAN.

March 18, 1920.

Complaint by the Amalgamated represented by Messrs. Drubin, Silverman and a committee from the shop. Association represented by Messrs. Greef and McJoynt and Mr. Hindleman of the firm.

The complaint of the Amalgamated in substance is that the firm is seeking to be relieved of the services of a fitter without just cause. Recently the firm has withdrawn its work from a contractor and established an inside shop for the manufacture of Palm Beach suits. In making this change the number of workers had been reduced. The firm had selected the workers to fill the shop and the list submitted to the Amalgamated included the man in question. The representative of the Amalgamated claimed that the firm, having made the selection, must now accept the responsibility for these workers and the man should be given a full time job, filling in if need be on jobs other than fitting.

The representative of the manufacturers claimed that the worker in question had been with the contractor for about a year. At that time the contractor was making a regular line of clothing in addition to the Palm Beach work. It was admitted that the worker in question was included in the list submitted by the firm but since the change had been effected the worker was needed only two days a week. The man had been asked to do other work but had stated that he was unable to do anything other than pairing.

After a personal investigation of the shop the Chairman ruled:

1. Since no charges against the man's workmanship have been presented by the firm, the firm must assume its responsibility in this regard and the fitter should be considered as a member of the regular

III. DECISION IN CASE OF HARRY HINDLEMAN.

March 18, 1930.

Complaint by the Amalgamated represented by Messrs. Dublin, Silverman and a committee from the shop. Association represented by Messrs. Groel and Holoynt and Mr. Hindleman of the firm. The complaint of the Amalgamated in substance is that the firm is seeking to be relieved of the services of a lister without just cause. Recently the firm has withdrawn its work from a contractor and established an inside shop for the manufacture of Palm Beach suits. In making this change the number of workers had been reduced. The firm had selected the workers to fill the shop and the list submitted to the Amalgamated included the man in question. The representative of the Amalgamated claimed that the firm, having made the selection, must now accept the responsibility for these workers and the man should be given a full time job, killing in it need be on jobs other than listing. The representative of the manufacturer claimed that the worker in question had been with the contractor for about a year. At that time the contractor was making a regular line of clothing in addition to the Palm Beach work. It was admitted that the worker in question was included in the list submitted by the firm but since the change had been effected the worker was needed only two days a week. The man had been asked to do other work but had stated that he was unable to do anything other than painting.

After a personal investigation of the shop the Chairman ruled: 1. Since no charges against the man's workmanship have been presented by the firm, the firm must assume the responsibility in this regard and the lister should be considered as a member of the regular

111. DECISION IN CASE OF HARRY HINDLEMAN (Cont. - 2)

March 16, 1920.

force until the end of this present Palm Beach season.

2. The man should be given other work to do and the Amalgamated must assume the responsibility in this matter; the worker is to assist at such operations as the firm may desire.

... David C. Adie
Associate Chairman.

III. DECISION IN CASE OF HARRY HINDLEMAN (Cont. - 2)

March 18, 1930.

force until the end of this present Palm Beach season.
3. The man should be given other work to do and the Assigned
must assume the responsibility in this matter; the worker is to assist
at such operations as the firm may desire.

... David C. ...
Associate Chairman.

112. DECISION IN CASE OF J. B. STRAUSS

March 22, 1920.

Complaint by the Amalgamated represented by Mr. Drubin and a committee. Association represented by Messrs. McJoynt, Mr. Strauss of the firm and contractor.

The complaint, in substance, is that the contractor involved, prevented the people from working for two days. It appeared that a committee from the Joint Board was investigating the shops of the contractors with reference to certain irregularities. On the committee's arrival at this particular shop, permission was requested from the owner to go through the shop and this was granted. Following the investigation, certain arguments ensued and as a result, the contractor forcibly ejected the representatives of the Amalgamated who were engaged in making the investigation. This action on the part of the contractor caused the representatives of the Amalgamated to stop the workers but only for a few minutes. Realizing the mistake that had been made, the representative of the Amalgamated immediately ordered the workers back but the contractor refused to allow the men to start work on the claim that the shop had been demoralized.

It appears in this case that both parties are somewhat to blame for the incident. The contractor had no right to forcibly eject the representative of the Amalgamated although he was under a certain degree of provocation in this instance; on the other hand, the representatives of the Amalgamated should have shown greater tact in their approach to the situation.

The Chairman, therefore, rules that since both parties must carry a proportion of the blame, they must share equally in the cost and the workers are to receive one day's pay for the time lost.

... David C. Adie
Associate Chairman.

112. DECISION IN CASE OF J. B. STRAUSS

March 22, 1930.

Complaint by the Amalgamated represented by Mr. Dublin and a committee. Association represented by Messrs. Moloynt, Mr. Strauss of the firm and contractor.

The complaint, in substance, is that the contractor involved, prevented the people from working for two days. It appeared that a committee from the Joint Board was investigating the shops of the contractors with reference to certain irregularities. On the committee's arrival at this particular shop, permission was requested from the owner to go through the shop and this was granted. Following the investigation, certain arguments ensued and as a result, the contractor forcibly ejected the representatives of the Amalgamated who were engaged in making the investigation. This action on the part of the contractor caused the representatives of the Amalgamated to stop the workers but only for a few minutes. Realizing the mistake that had been made, the representative of the Amalgamated immediately ordered the workers back but the contractor refused to allow the men to start work on the claim that the shop had been demolished.

It appears in this case that both parties are somewhat to blame for the incident. The contractor had no right to forcibly eject the representative of the Amalgamated although he was under a certain degree of provocation in this instance; on the other hand, the representatives of the Amalgamated should have shown greater tact in their approach to the situation.

The Chairman, therefore, rules that since both parties must carry a proportion of the blame, they must share equally in the cost and the workers are to receive one day's pay for the time lost.

...
Associate Chairman.

113. DECISION IN CASE OF RICHMAN, NEWBURGER AND TRAVERS.

March 23, 1920.

The complaint by the Amalgamated represented by Messrs. Maydonick, Kleinman, Goldstein and Katz. Association represented by Messrs. Elfelt, Englander and the members of the firm.

The complaint of the Amalgamated in substance is that the firm had made arrangements to open a shop in Newark, N. J. in violation of an agreement made between the firm and the general officers of the Amalgamated. It appears that some time in the fall of 1919, this firm had obtained the services of a contractor whose shop was unsanitary and the representatives of the Amalgamated had refused to send help to this contractor on the ground that the place was dangerous from a health standpoint. Representation was then made by the contractor and a member of the firm to the general office of the Amalgamated, at which time a verbal agreement was entered into by which the firm agreed to open up an inside shop in New York and in return the Amalgamated agreed to break up a contracting shop and fill up the sections in the shop of the contractor working for this firm -- the understanding being that this was a temporary proposition. The Amalgamated had carried through its end of the bargain and had now been advised that the firm had decided to open up a shop in Newark.

The representative of the Manufacturers' Association admitted that the firm had leased premises for a shop in Newark, N. J. but stated that this shop had not been opened without the knowledge of the Amalgamated. The representative of the firm had consulted a representative of the Amalgamated in Newark and had been directed to the New York Joint Board where assurances were given that he would be supplied with workers. It was on the strength of this assurance

March 22, 1930.

The complaint by the Amalgamated represented by Messrs. May-
donick, Elstein, Goldstein and Katz. Association represented by
Messrs. Eileit, Englander and the members of the firm.
The complaint of the Amalgamated in substance is that the firm
had made arrangements to open a shop in Newark, N. J. in violation of
an agreement made between the firm and the general officers of the
Amalgamated. It appears that some time in the fall of 1919, this
firm had obtained the services of a contractor whose shop was meant-
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help to this contractor on the ground that the place was dangerous
from a health standpoint. Representation was then made by the con-
tractor and a member of the firm to the general officer of the Amalgam-
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Amalgamated. The representative of the firm had consulted a repre-
sentative of the Amalgamated in Newark and had been directed to the
New York Joint Board where assurances were given that no work would be
supplied with workers. It was on the strength of this assurance

113. DECISION IN CASE OF RICHMAN, NEWBURGER AND TRAVERS.

March 22, 1920. (Cont. - 2)

from the New York Joint Board that the firm had signed a lease for four years in Newark, had moved its machinery there and had undertaken obligations to the extent of several thousand dollars. It was further contended by the representative of the Manufacturers' Association that the firm planned to manufacture a new line of work in Newark but would continue to have manufactured in New York all its unbaated work.

In substance the case is that the firm has been refused workers for the Newark shop and faces the demand from the Amalgamated that the Newark shop be given up and a new shop be opened in New York, in conformity with a verbal agreement mutually arrived at sometime in the fall of 1919.

The firm's claim in substance is that it has a right to open a shop in Newark for the manufacture of a new line of work; that it failed to obtain premises in New York because of the scarcity of lofts; that it had not entered into an agreement with the Amalgamated to open up a shop in New York; that it had not proceeded without the knowledge of the Amalgamated and further, that the giving up of the shop in Newark, and the establishing of its business in New York would entail a very considerable loss which the firm was in no position to stand.

The evidence in this case was exceedingly complicated and both sides were unable to produce evidence which would permit of a clear out ruling. It appears to the Chairman, however, that certain facts are beyond dispute.

The Amalgamated, in the interest of the firm, had broken up

March 22, 1880. (Cont. - 2)

from the New York Joint Board that the firm had signed a lease for four years in Newark, had moved its machinery there and had undertaken obligations to the extent of several thousand dollars. It was further contended by the representative of the Manufacturers' Association that the firm planned to manufacture a new line of work in Newark but would continue to have manufactured in New York all its untested work.

In substance the case is that the firm has been refused work-ers for the Newark shop and hence the demand from the Amalgamated that the Newark shop be given up and a new shop be opened in New York, in conformity with a verbal agreement mutually arrived at some time in the fall of 1878.

The firm's claim in substance is that it has a right to open a shop in Newark for the manufacture of a new line of work; that it failed to obtain premises in New York because of the scarcity of lots; that it had not entered into an agreement with the Amalgamated to open up a shop in New York; that it had not proceeded without the knowledge of the Amalgamated and further, that the giving up of the shop in Newark, and the establishing of the business in New York would entail a very considerable loss which the firm was in no position to stand.

The evidence in this case was exceedingly complicated and both sides were unable to produce evidence which would permit of a clear cut ruling. It appears to the Chairman, however, that certain facts are beyond dispute.

The Amalgamated, in the interest of the firm, had broken up

113. DECISION IN CASE OF RICHMAN, NEWBURGER AND TRAVERS

(Cont. - 3) March 22, 1920.

a contracting shop in order to fill out the sections in another contracting shop and that such action would not have been taken by the Amalgamated unless some arrangement had existed whereby the workers would be protected for the future. Although no definite agreement between the firm and the general office can be proved, it seems clear to the Chairman that some form of agreement must have existed before the Amalgamated would have made such a concession to the firm.

A bona fide attempt was made by the firm to secure premises in New York and the Chairman is convinced of the good faith on the part of the firm in this respect. It cannot be assumed that the firm tried to break its relationships with the Amalgamated.

The Chairman, therefore, rules:

1. The firm has a right to open up a shop in Newark, N. J. for the manufacture of men's clothing and the Joint Board of New York must fulfil its obligations and supply the necessary workers for this purpose.

2. The firm must assume responsibility for the workers employed in the New York contracting shops and must provide employment for them in New York.

... *David C. Adie.*
Associate Chairman.

(Cont. - 2) March 22, 1930.

a contracting shop in order to fill out the sections in another contracting shop and that such action would not have been taken by the Amalgamated unless some arrangement had existed whereby the workers would be protected for the future. Although no definite agreement between the firm and the General office can be proved, it seems clear to the Chairman that some form of agreement must have existed before the Amalgamated would have made such a concession to the firm. A bond like attempt was made by the firm to secure premises in New York and the Chairman is convinced of the good faith on the part of the firm in this respect. It cannot be assumed that the firm tried to break the relationships with the Amalgamated.

The Chairman, therefore, rules:

1. The firm has a right to open up a shop in New York, N. Y. for the manufacture of men's clothing and the Joint Board of New York must fulfill its obligations and supply the necessary workers for this purpose.

2. The firm must assume responsibility for the workers employed in the New York contracting shops and must provide employment for them in New York.

...
James C. Davis
 Associate Chairman.

RULING IN THE CASE OF WORKERS OF THE CUT, MAKE AND TRIM SHOPS.

March 23, 1920.

The representatives of the Manufacturers' Association and the Amalgamated having failed to adjust conditions in the Cut, Make and Trim shops in the New York market, the question was presented to the Arbitral Chairman for a ruling.

The questions presented to the Chairman involved the determination of the status of these manufacturers in the Clothing Manufacturers' Industrial Exchange and the wages to be paid the workers in these shops. The Chairman recognizes the fact that these firms are members of the Association and assumes jurisdiction in the matter of the industrial relations in these shops as they exist at the present time. As members of the Manufacturers' Association, entitled to the privileges and protection of the Association, these firms must also assume the obligations of membership.

Collective bargaining presupposes a knowledge by both parties of all the factors in the situation and the Chairman directs that the procedure adopted by the Manufacturers' Association by which it informs the Amalgamated of the entrance of new members into the Association shall be made definite from now on. The present courtesy method is faulty in the extreme and in future when manufacturers make application for membership in the Association, the several branches of the Amalgamated shall be officially notified by letter in order that it may clearly be determined that there is no labor trouble pending in these houses before membership in the Association is granted.

The Chairman assumes that the Amalgamated will recognize that the Manufacturers' Association has a right to determine the status of any member of its organization in exactly the same manner that the Manufacturers' Association assumes that the Amalgamated has the right to determine which shops in the market are operating as Union shops.

With reference to the wages being paid to the workers of these shops, the Chairman now orders that a reconsideration shall be given and an adjustment made in the Cut, Make and Trim shops. This adjustment shall be made in conformity with the conditions prevailing in the market and with consideration for the peculiarities of this division of the industry.

David C. Adair

.....
Associate Chairman.

RULING IN THE CASE OF WORKERS OF THE CUT, MAKE AND TRIM SHOPS.

March 23, 1930.

The representatives of the Manufacturers' Association and the Cut, Make and Trim shops in the New York market, the question was presented to the Chairman for a ruling.

Two questions presented to the Chairman involved the determination of the status of these manufacturers in the Clothing Manufacturers' Association and the wages to be paid the workers. The Chairman recognizes the fact that these firms are members of the Association and assumes jurisdiction in the present time. As members of the Manufacturers' Association, these firms are entitled to the privileges and protection of the Association, these firms must also assume the obligations of membership.

Collective bargaining presupposes a knowledge by both parties of all the factors in the situation and the Chairman directs that the procedure adopted by the Manufacturers' Association by which it informs the Amalgamated of the entrance of new members into the Association shall be made definite from now on. The present courtesy method is faulty in the extreme and in future when manufacturers make application for membership in the Association, the several branches of the Amalgamated shall be officially notified by letter in order that it may clearly be determined that there is no labor trouble pending in these houses before membership in the Association is granted.

The Chairman assumes that the Amalgamated will recognize that the Manufacturers' Association has a right to determine the status of any member of its organization in exactly the same manner that the Manufacturers' Association assumes that the Amalgamated has the right to determine which shops in the market are operating as Union shops.

With reference to the wages being paid to the workers of these shops, the Chairman now orders that a reconsideration shall be given and an adjustment made in the Cut, Make and Trim shops. This adjustment shall be made in conformity with the conditions prevailing in the market and with consideration for the peculiarities of this division of the industry.

Associate Chairman.

115. DECISION IN CASE OF ANSELOWITZ & LUBINSKY.

April 30, 1930.

Complaint by the Amalgamated represented by Mr. Weinstein and a committee from the shop. Manufacturers' Association represented by Messrs. Greef, Hunt and Mr. Anselowitz.

The complaint by the Amalgamated in substance is that a lining cutter, engaged by this firm last June was laid off four weeks ago in violation of the procedure governing the market. The representative of the Amalgamated claims that the man is entitled to his position and should be paid for the lost time. This, on the basis of division of time, would equal two weeks pay.

The representative of the Manufacturers' Association contended that the man should not be placed on division of time because the condition in the shop was a reflex of extra working force as well as lack of work.

It appears from the evidence that the Labor Manager, handling the affairs of this firm, was not consulted on the question of the lay off to the extent necessary under the circumstances. Manufacturers ought to realize that it is very necessary, if the machinery is to work smoothly, that the Labor Manager be in touch with developments at every point in the case. Especially is it true that once the case is in the hands of the representative of the Manufacturers' Association the firm should act only after consultation - to act otherwise is to make futile the efforts of the representative.

The Chairman rules: 1. This worker is entitled to his position; if necessary, on a division of time basis.

2. The firm violated the agreement when the man was laid off

April 20, 1950.

Complaint by the Amalgamated represented by Mr. Weinstein and
a committee from the shop. Manufacturers' Association represented
by Messrs. Green, Hunt and Mr. Anselwitz.

The complaint by the Amalgamated in substance is that a lining
outlet, engaged by this firm last June was laid off four weeks ago
in violation of the procedure governing the matter. The representa-
tive of the Amalgamated claims that the man is entitled to his position
and should be paid for the lost time. This, on the basis of division
of time, would equal two weeks pay.

The representative of the Manufacturers' Association contended
that the man should not be placed on division of time because the com-
pensation in the shop was a relief of extra working hours as well as lack
of work.

It appears from the evidence that the Labor Manager, handling
the affairs of this firm, was not consulted on the question of the lay-
off to the extent necessary under the circumstances. Manufacturers
ought to realize that it is very necessary, if the machinery is to
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at every point in the case. Especially is it true that once the case
is in the hands of the representative of the Manufacturers' Association
the firm should not only alter communication - to act otherwise is to
make futile the efforts of the representative.

The Chairman rules: 1. This worker is entitled to his position;

if necessary, on a division of time basis.

2. The firm violated the agreement when the man was laid off

115. DECISION IN CASE OF ANSELOWITZ & LUBINSKY (Cont. - 2)

April 20, 1920.

but some responsibility rests upon the Amalgamated for the delay that had taken place in bringing the case before the Impertial Chairman. The loss of time, therefore, must be borne by both parties and the man is awarded one weeks wages.

David C. Adie

.....

Associate Chairman.

118. DECISION IN CASE OF ARKLOVITZ & LUBINSKY (Cont. - 2)

April 20, 1930.

but some responsibility rests upon the Administrator for the delay that has taken place in bringing the case before the Imperial Court. The loss of time, therefore, must be borne by both parties and the man is awarded one week wages.

Boris C. Baker

Associate Chairman.

116. DECISION IN CASE OF LIPPS BROS.

April 20, 1920.

Complaint by the Amalgamated represented by Mr. Weinstein and a committee from the shop. The Manufacturers' Association represented by Mr. Hunt and Mr. Lipps of the firm.

In substance the complaint is that a lining cutter, employed by this firm since the summer of 1919, was not receiving proper wages. The man having been employed through the regular procedure and having worked out his probationary period, was paid at the rate of \$35. per week which was the existing scale of wages at the date of hiring. One week after he was engaged by the firm the scale of wages for cutters in the market was placed on a \$40. per week basis. This increased wage was paid to the worker; but later, without consultation, the firm reduced the wages to \$30. per week. It was further contended that this worker had not received any increase in wages since the reduction was made by the firm notwithstanding the fact that general wage increases had been made in the market. This condition was not reported by the worker to the Amalgamated, and the case was only discovered a week ago when the man complained of the inadequacy of his wages.

The claim of the Amalgamated is that the man should receive the full scale of wages in view of the fact that no complaint had been registered as to the man's workmanship.

The representative of the Manufacturers' Association contended that the man should not receive the scale of wages in the market because he was not a good mechanic. It was further claimed that since the case had run along for such a period of time there must have been some general understanding.

The existence of such an understanding is denied by the representative of the Amalgamated.

April 30, 1920.

Complaint by the Amalgamated represented by Mr. Weinstein and a committee from the shop. The Manufacturers' Association represented by Mr. Hunt and Mr. Lippe of the firm.

In substance the complaint is that a lining cutter, employed by this firm since the summer of 1918, was not receiving proper wages. The man having been employed through the regular procedure and having worked out his probationary period, was paid at the rate of \$35. per week which was the existing scale of wages at the date of hiring. One week after he was engaged by the firm the scale of wages for cutters in the market was placed on a \$40. per week basis. This increased wage was paid to the worker; but later, without consultation, the firm reduced the wages to \$30. per week. It was further contended that this worker had not received any increase in wages since the reduction was made by the firm notwithstanding the fact that general wage increases had been made in the market. This condition was not reported by the worker to the Amalgamated, and the case was only discovered a week ago when the man complained of the inadequacy of his wages.

The claim of the Amalgamated is that the man should receive the full scale of wages in view of the fact that no complaint had been registered as to the man's workmanship.

The representative of the Manufacturers' Association contended that the man should not receive the scale of wages in the market because he was not a good workman. It was further claimed that since the man had run along for such a period of time there must have been some general understanding.

The existence of such an understanding is denied by the representative of the Amalgamated.

116. DECISION IN CASE OF LIPPS BROS. (Continued - 3)

April 20, 1920.

The evidence submitted by the representative of the Amalgamated was substantiated by a former shop chairman who appeared as a witness for the firm.

The Chairman ruled that the firm was not entitled to reduce the man's wages as had been done in this case. Having hired the man at the regular market rate his wages should have been determined in accordance with the procedure adopted for this market. This action taken by the firm was not only irregular but somewhat arbitrary and the firm is ordered to pay this worker the present market scale.

2. If evidence does exist, as is hinted by the firm, that this man is not a competent worker, the matter should be taken up in the regular manner. There is no occasion to involve matters as has been done in this particular instance.

David C. Adie

.....

Associate Chairman.

April 20, 1930.

The evidence submitted by the representative of the Association was substantiated by a former shop chairman who appeared as a witness for the firm.

The Chairman ruled that the firm was not entitled to reduce the man's wages as had been done in this case. Having hired the man at the regular market rate his wages should have been determined in accordance with the procedure adopted for this market. This action taken by the firm was not only irregular but somewhat arbitrary and the firm is ordered to pay this worker the present market wage.

3. If evidence does exist, as is hinted by the firm, that this man is not a competent worker, the matter should be taken up in the regular manner. There is no occasion to involve matters as has been done in this particular instance.

Donald C. Baker

Associate Chairman.

117. DECISION IN CASE OF ROSENTHAL & ETTLINGER

May 6, 1920.

Complaint by the Union represented by Messrs. Drubin, Krugman and committee from the shop. Association represented by Messrs. Lenzex, Elfelt and Mr. Ettlinger of the firm.

Complaint of the Amalgamated in brief is that the shop lost two days time because the firm laid off the working force contrary to the practice existing in the market. The representative of the Manufacturers' Association claimed that the lost time was not due to the action of the firm but because the Amalgamated had failed to complete arrangements effected between the Labor Manager and the representatives of the Joint Board.

The evidence presented goes to show that while the firm acted rather hurriedly, yet there was every evidence of good faith. At the same time, the Chairman is bound to admit the claim of the Amalgamated that definite arrangements should have been made with the Joint Board and action should not have been taken so hurriedly or without conference. There was an evidence of slackness on the part of the officials of the Joint Board.

The Chairman, therefore, rules that the responsibility is divided for the time lost and the workers should receive one day's pay.

... David C. Adie ...

Associate Chairman.

117. DECISION IN CASE OF ROSENTHAL & EITLINGER

May 8, 1930.

Complaint by the Union represented by Messrs. Brodin, Krugman
and committee from the shop. Association represented by Messrs. Lasser,
Kiloff and Mr. Eitlinger of the firm.

Complaint of the Amalgamated in brief is that the shop lost two
days time because the firm laid off the working force contrary to the
practice existing in the market. The representative of the Manufacturers'
Association claimed that the lost time was not due to the action of the
firm but because the Amalgamated had failed to complete arrangements
effected between the Labor Manager and the representatives of the Joint
Board.

The evidence presented goes to show that while the firm acted
rather hurriedly, yet there was every evidence of good faith. At the
same time, the Chairman is bound to admit the claim of the Amalgamated
that definite arrangements should have been made with the Joint Board
and action should not have been taken so hurriedly or without conference.
There was an evidence of slackness on the part of the officials of the
Joint Board.

The Chairman, therefore, rules that the responsibility is divided
for the time lost and the workers should receive one day's pay.

...
Associate Chairman.

118. DECISION IN CASE OF ULLMAN BROS.

May 6, 1930.

Complaint by the Association represented by Mr. Hunt and Mr. Ullman of the firm. Amalgamated represented by Mr. Bernstein.

Complaint in substance is that a representative of the Amalgamated visited this shop on Monday April 28 and requested a worker on an edge basting machine to stop off work. Later the man was returned to work.

The representative of the Association claims that the man is entitled to his job as an edge baster by machine. The man was hired as an edge baster and has been working on the machine for almost a year.

The representative of the Amalgamated, on the other hand, claims that the man was not hired as an edge baster by hand, but as a canvas baster and that he is not entitled to his job as an edge baster by machine since this deprives an edge baster of a job. The representative of the Amalgamated argues that under the arrangements affecting the machinery, only edge basters by hand can be placed to work on the machines. It was further claimed by the representative of the Amalgamated that this man is a general tailor and should be placed on some other operation in order to make a position for an edge baster.

The Chairman rules:

1. The principle laid down by the Advisory Board with reference to machinery refers specifically to the introduction of machinery and is not effective at a later date.

2. It is clear that this man having worked for almost a year on the machine is entitled to remain at work in this position - especially since no evidence has been presented to show that at the time when the machine was introduced any worker suffered as a result.

David C. Adie
Associate Chairman.

May 6, 1920.

Complaint by the Association represented by Mr. Hunt and
Mr. Ullman of the firm. Amalgamated represented by Mr. Bernstein.
Complaint in substance is that a representative of the Amalgamated
visited this shop on Monday April 26 and requested a worker on an
edge beasting machine to stop off work. Later the man was returned to work.
The representative of the Association claims that the man is en-
titled to his job as an edge beaster by machine. The man was hired as an
edge beaster and has been working on the machine for almost a year.
The representative of the Amalgamated, on the other hand, claims
that the man was not hired as an edge beaster by hand, but as a conveyor
beaster and that he is not entitled to his job as an edge beaster by
machine since this deprives an edge beaster of a job. The representative
of the Amalgamated argues that under the arrangements affecting the
machinery, only edge beasters by hand can be placed to work on the machine.
It was further claimed by the representative of the Amalgamated that this
man is a general tailor and should be placed on some other operation in
order to make a position for an edge beaster.

The Chairman rules:

1. The principle laid down by the Advisory Board with reference
to machinery refers specifically to the introduction of machinery and
is not effective at a later date.
2. It is clear that this man having worked for almost a year on
the machine is entitled to remain at work in this position - especially
since no evidence has been presented to show that at the time when the
machine was introduced any worker suffered as a result.

David C. Clark
Associate Chairman