

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 110

ROSENBERG BROS. CO.- STOPPAGE OF
ARMHOLE BASTERS.

Complaint entered by employer on March 17th.
Hearing on Mar. 19. Decision Mar. 23.
Mr. Snyder and Mr. Merkel appeared for the
employer. Mr. Curci represented the Union.

The facts in this case are admitted. Seven armhole basters in Shop 6 quit work on Tuesday, March 16, at 2:30 P. M. when they could not agree with the management over a matter in dispute. They did not return to work until 1 P. M. on the following day, thus losing 6 1/2 hours.

When workers cannot agree with the management on any question in dispute, it is provided that they shall make complaint to the Union and if the Union cannot adjust the matter, it can be appealed to the impartial chairman. By quitting work in a body these armhole basters violated the agreement against stoppages. Whatever may have been the merits of the dispute in question, no stoppage is justified under the rules made by the Union in agreement with the manufacturers. The armhole basters will therefore, make up the time they lost by working over time 6 1/2 hours, and they shall be paid straight time for this work. The employer should fix definite days when this over time is to be worked.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated March 23, 1920.

C A S E N O. 113

ROSEBERRY BROS. CO. - STOPPAGE OF
WHOLE BASTERS.

Complaint entered by employer on March 17th.
Hearing on Mar. 19. Decision Mar. 23.
Mr. Snyder and Mr. Morkel appeared for the
employer. Mr. Gurot represented the Union.

The facts in this case are admitted. Seven whole basters
in shop & quit work on Tuesday, March 16, at 2:30 P. M. when
they could not agree with the management over a matter in dispute.
They did not return to work until 1 P. M. on the following
day, thus losing 1 1/2 hours.

When workers cannot agree with the management on any question
in dispute, it is provided that they shall make complaint to
the Union and if the Union cannot adjust the matter, it can
be referred to the impartial chairman. By quitting work in a
body these whole basters violated the agreement against
stoppages. Whatever may have been the merits of the dispute in
question, no stoppage is justified under the rules made by the
Union in agreement with the manufacturers. The whole basters
will therefore, make up the time they lost by working over time
1 1/2 hours, and they shall be paid straight time for this work.
The employer should fix definite days when this over time is to
be worked.

(Signed) Wm. M. Leferson

CHAIRMAN

Dated March 23, 1930.

C A S E N O. 111

ROSENBERG BROS. CO. - SHOP CHAIRMAN

Complaint entered by the Union March 17, 1920.
Hearing March 18th. Decision March 26, 1920.
Messrs. Cursi and Volpe for the Union.
Mr. Snyder for the Employer.

Charges are made against James Christiano, shop chairman of Shop #6, that he repeatedly exceeded his authority and acted contrary to the agreement with the Union.

On March 12th the lining makers walked out. Christiano denies the charge that he advised them to walk out. The lining makers told him they were going to stop working and knowing this he asked some of them who were working "aren't you girls going out?" He admits that he did nothing to prevent the stoppage of work.

On March 17th canvas basters walked out and when two of them remained at work the shop chairman took the coats out of their hands and told them they could not work when the others were not working. He defends this action on the ground that there was an agreement among the canvas basters not to do any work that day.

On Feb. 9th, Christiano took up the case of an assistant foreman who had some disagreement with the firm. He spent half a day on this case acting in his capacity as a shop chairman. He admits it is no part of the duties of a shop chairman to represent assistant foremen, but defends his action on the ground that he did not think the assistant foreman was getting a square deal from the firm.

A number of other charges were made, but the only other one in which the facts are not disputed is that Christiano takes up complaints at all hours of the day, regardless of the definite hours fixed for doing the shop chairman's business. He admits this charge also, but says he does not like to refuse people who bring complaints to him during working hours.

Clearly from his own admissions, Mr. Christiano shows himself unfit to be a shop chairman. It is quite evident that he is too young and too inexperienced to hold such a responsible position. A shop chairman is an officer of the Union just as much as a business agent or an organizer. It is his duty to tell members they cannot have a stoppage when the Union agreement provides against these. He should know that it is no part of his business to look after the interests of assistant foremen; and when members bring complaints during working hours, he should be strong enough to tell them to come to him at the regular times fixed for receiving complaints.

ROSENBERG BROS. CO. - SHOP CHAIRMAN

Complaint entered by the Union March 17, 1930.
Hearing March 18th. Decision March 28, 1930.
Messrs. Currier and Volpe for the Union.
Mr. Snyder for the Employer.

Charges are made against James Christianso, shop chairman of Shop 26, that he repeatedly exceeded his authority and acted contrary to the agreement with the Union.

On March 12th the lining makers walked out. Christianso denies the charge that he advised them to walk out. The lining makers told him they were going to stop working and knowing this he asked some of them who were working "aren't you girls going out?" He admits that he did nothing to prevent the stoppage of work.

On March 17th canvas painters walked out and when two of them remained at work the shop chairman took the coats out of their hands and told them they could not work when the others were not working. He defends this action on the ground that there was an agreement among the canvas painters not to do any work that day.

On Feb. 9th, Christianso took up the case of an assistant foreman who had some disagreement with the firm. He spent half a day on this case acting in his capacity as a shop chairman. He admits it is no part of the duties of a shop chairman to represent assistant foremen, but defends his action on the ground that he did not think the assistant foreman was getting a square deal from the firm.

A number of other charges were made, but the only other one in which the facts are not disputed is that Christianso takes up complaints at all hours of the day, regardless of the definite hours fixed for doing the shop chairman's business. He admits this charge also, but says he does not like to refuse people who bring complaints to him during working hours.

Clearly from his own admissions, Mr. Christianso shows himself unfit to be a shop chairman. It is quite evident that he is too young and too inexperienced to hold such a responsible position. A shop chairman is an officer of the Union just as much as a business agent or an organizer. It is his duty to tell members they cannot have a stoppage when the Union agreement provides against these. He should know that it is no part of his business to look after the interests of assistant foremen, and when members bring complaints during working hours, he should be strong enough to tell them to come to him at the regular times fixed for receiving complaints.

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It is plain that a great deal of the trouble in Shop 6, which has caused many workers to lose time and earnings unnecessarily has been due to the youthfulness and thoughtlessness of Christiano, and to his tendency to mix into things which should not concern him at all. He has not carried out instructions properly from the Union and he has directly and indirectly encouraged stoppages which were wholly unjustified. All this he continues to do after he was plainly warned in a case that came before the Chairman several months ago. He had then called a strike in the shop on his own authority, and the case was withdrawn only on his own admission of his mistake and his promise not to let it happen again. The warning has not done any good, for Christiano is evidently too young to understand the responsibilities of his position.

The Joint Board is therefore advised that James Christiano has proved himself unfit for the position of Shop Chairman and that some one else should be elected who may be depended upon to carry out the responsibilities of the position with credit to the Union.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated March 26, 1920.

It is plain that a great deal of the trouble in Shop 6, which has caused many workers to lose time and earnings unnecessarily has been due to the foolishness and thoughtlessness of Christians and to his tendency to mix into their affairs which should not concern him at all. He has not carried out instructions properly from the Union and he has directly and indirectly encouraged escapades which were wholly unjustified. All this he continued to do after he was plainly warned in a case that came before the Chairman several months ago. He had then called a strike in the shop on his own authority, and the case was withdrawn only on his own admission of his mistake and his promise not to let it happen again. The warning has not done any good, for Christians is evidently too young to understand the responsibilities of his position.

The Joint Board is therefore advised that James Christians has proved himself unfit for the position of Shop Chairman and that some one else should be elected who may be depended upon to carry out the responsibilities of the position with credit to the Union.

(Signed) Wm. M. Peterson

CHAIRMAN

Dated March 26, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E N O. 112

HICKEY FREEMAN CO. - POCKET MAKERS.

Complaint entered by the Union March 18th, Hearing Mar. 19th. Mr. Pearlman and a committee from the shop appeared for the Union. Dr. Stone represented the employer.

On Tuesday March 16th, the pocket makers complained to the Labor Manager against the proposed removal of two of their number to the training school where they were to act in the dual capacities of pocket makers and instructors. No agreement could be reached in the case and the pocket makers therefore, took their complaint to the Union. On Thursday March 18th, while the matter was thus pending, the employer moved the two men to the training school.

The Union contended that the employer had acted illegally by arranging for the proposed transfer individually with the two men instead of taking it up collectively with the whole section of pocket makers, and further that the firm had no right to move the men after a complaint had been made and negotiations were going on in regular form to adjust the matter. The contention of the labor manager was that the employer has a right to transfer and promote people at any time, even while complaints are pending, and since this concerned only the individuals to be promoted it was not necessary to take it up collectively with all the pocket makers in the section.

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It will take considerable time to settle the merits of this controversy. Pending a final settlement of the case, however, the status quo at the time the complaint was made should be maintained. The two pocket makers were working with the rest of the pocket makers' section when the complaint was made. They should remain there until the case is settled.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated March 24, 1920.

C A S E N O. 112

HICKY FREEMAN CO. - POCKET MAKERS.

Complaint entered by the Union March 18th, 1930.
Mr. 18th, Mr. Pearlman and a committee from the
shop appeared for the Union. Dr. Stone
represented the employer.

On Tuesday March 18th, the pocket makers complained to the
Labor Manager against the proposed removal of two of their number
to the training school where they were to act in the dual capacities
of pocket makers and instructors. No agreement could be reached
in the case and the pocket makers therefore, took their complaint
to the Union. On Thursday March 18th, while the matter was thus
pending, the employer moved the two men to the training school.

The Union contended that the employer had acted illegally
by arranging for the proposed transfer individually with the two
men instead of taking it up collectively with the whole section
of pocket makers, and further that the firm had no right to move
the men after a complaint had been made and negotiations were going
on in regular form to adjust the matter. The contention of the
Labor Manager was that the employer has a right to transfer and
promote people at any time, even while complaints are pending, and
since this concerned only the individuals to be promoted it was not
necessary to take it up collectively with all the pocket makers
in the section.

It will take considerable time to settle the merits of this
controversy. Pending a final settlement of the case, however, the
status quo at the time the complaint was made should be maintained.
The two pocket makers were working with the rest of the pocket
makers' section when the complaint was made. They should remain
there until the case is settled.

(Signed) Wm. E. Larson

CHAIRMAN

Dated March 24, 1930.

C A S E S N O. 115 & 119

August Bros. - Pocket Maker

Complaint entered by the Employer
March 20, 1920. Counter complaint entered
by the Union March 23rd. Hearing Mar. 24th.
Oral Decision Mar. 25th. Mr. Van Geyt for the
Employer. Mr. Pearlman for the Union.

Morris Radkowitz a pocket maker receiving the scale of \$41. secured a position in a custom tailoring establishment at \$50. a week. He gave a week's notice of his intention to quit. The labor manager contends that this was a violation of the agreement because the man quit when the firm refused to increase his wages above the scale. The pocket maker testified that he gave his notice through the shop chairman, and when subsequently he was asked by a member of the firm to stay he said he could not afford to work for \$41. when he had a job at \$50.

At the request of some one connected with the firm he was refused the new job when his week's notice was up. He continued to work another week and then secured a position as a general operator at \$45. From this position he was suspended as the request of the labor manager and he lost 11 1/2 hours' pay.

Radkowitz violated no agreement when he gave a week's notice because he had a better job. He lost the 11 1/2 hours' pay unnecessarily. The Chairman is unable to determine, exactly who was responsible for this loss of time. It will therefore be paid by the Clothiers' Exchange.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated March 27, 1920.

August Bros. - Pocket Maker

Complaint entered by the Employer
March 20, 1930. Counter complaint entered
by the Union March 23rd. Hearing Mar. 24th.
Oral Decision Mar. 25th. Mr. Van Geyt for the
Employer. Mr. Pearman for the Union.

Morris Radkowitz a pocket maker receiving the scale of \$41.
secured a position in a custom tailoring establishment at \$50. a
week. He gave a week's notice of his intention to quit. The
labor manager contends that this was a violation of the agreement
because the man quit when the firm refused to increase his wages
above the scale. The pocket maker testified that he gave his notice
through the shop chairman, and when subsequently he was asked by a
member of the firm to stay he said he could not afford to work
for \$41. when he had a job at \$50.

At the request of some one connected with the firm he was
refused the new job when his week's notice was up. He continued
to work another week and then secured a position as a general
operator at \$45. From this position he was suspended as the request
of the labor manager and he lost 1 1/2 hours' pay.

Radkowitz violated no agreement when he gave a week's
notice because he had a better job. He lost the 1 1/2 hours' pay
unnecessarily. The Chairman is unable to determine, exactly who
was responsible for this loss of time. It will therefore be paid
by the Clothiers' Exchange.

(Signed) Mr. M. Pearson

CHAIRMAN

Dated March 27, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 117

STEIN BLOCH CO. -- RATE FOR POCKET MAKING.

Complaint entered by the Union March 23, 1920.
Hearing March 25th. Dr. Jacobstein for the
Employer. Mr. Pearlman for the Union.

The question involved in this case is the proper piece price for pocket making on a coat which has two crescent flap pockets and one top piped welt pocket. The pocket maker claims the coat is the "Club" model, and for this price of 56.09 cents was fixed by Case No. 25. The employer contends that the "Club" model for which this price was fixed does not apply in the present case because the pockets are entirely different.

Referring to Case No. 25 we find the price fixed for a "Club" model which is described as having "3 clams, 2 bottom semi-slant welt pockets and a top piped welt." This obviously is not the same as the coat in question in the present case which has two crescent flap pockets and only two clams. The price was definitely calculated on the amount of work in the pockets to be made, it was not a general price to be paid for any model called "Club" regardless of the kind of pockets it had.

The proper price for the pockets now in dispute should be fixed in the same way as all the other prices were fixed in Case No. 25 that is, by calculating the additional work over the base coat and adding the value of this to the price paid for the base coat.

Base Coat- 2 flaps and 1 welt, 2 clams- \$.4079
Extra for crescent flaps-3¢ per pocket-.06
Extra for finished binding on welt- .05

The proper price is therefore, \$.4979

It appears that 282 coats with this kind of pockets were made. The pocket maker is entitled to payment for each of these coats at the rate of \$.4979, and hereafter all coats with these same pockets shall be paid for at this rate.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated April 5, 1920.

CASE NO. 117

STEIN BLOCH CO. -- RATE FOR POCKET MAKING.

Complaint entered by the Union March 28, 1930.
Hearing March 28th. Dr. Jacobstein for the
Employer. Mr. Bestman for the Union.

The question involved in this case is the proper piece price for pocket making on a coat which has two crescent flap pockets and one top piped welt pocket. The pocket maker claims the cost is the "Club" model, and for this price of \$6.09 cents was fixed by Case No. 25. The employer contends that the "Club" model for which this price was fixed does not apply in the present case because the pockets are entirely different.

Referring to Case No. 25 we find the price fixed for a "Club" model which is described as having "3 claims, 2 bottom semi-stant welt pockets and a top piped welt." This obviously is not the same as the cost in question in the present case which has two crescent flap pockets and only two claims. The price was definitely calculated on the amount of work in the pockets to be made, it was not a general price to be paid for any model called "Club" regardless of the kind of pockets it had.

The proper price for the pockets now in dispute should be fixed in the same way as all the other prices were fixed in Case No. 25 that is, by calculating the additional work over the base cost and adding the value of this to the price paid for the base cost.

Base Cost - 2 flaps and 1 welt, 2 claims - \$.4075
Extra for crescent flaps - 2¢ per pocket - .02
Extra for finished opening on welt - .02

The proper price is therefore, \$.4475

It appears that \$82 costs with this kind of pockets were made. The pocket maker is entitled to payment for each of these coats at the rate of \$.4475, and hereafter all coats with these same pockets shall be paid for at this rate.

(Signed) Wm. M. Peterson

CHAIRMAN

Dated April 5, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 120

ROSENBERG BROS. - BUTTONHOLE MAKERS

Complaint entered by the Union March 29, 1920.
Hearing same day. Mr. Merkel represented the
Employer and Mr. Cursi the Union.

The complaint is that the twist used by the buttonhole makers is thinner now than the twist that the firm used to furnish. This, the buttonhole makers claim, makes their work harder and they ask that they be supplied with the thicker twist again, or else to have their rates raised.

It appears from the evidence submitted at the hearing that the employer is buying now the same kind of twist, as indicated by the name and number, that he has always bought. The quality of the twist varies, however, from box to box and even from spool, to spool. This same condition the Chairman found in other houses in the market where he made inquiries. To raise the rates for buttonhole making because a lot of spools with finer twist happened to come in would mean that those rates would have to be reduced again when the next lot of thicker twist come. If one spool happened to be finer than an other the rates would have to be different with the different spools used.

Obviously rates cannot be changed on this basis. The earnings of the buttonhole makers have not decreased since the time when they claim they began to get finer twist. There is therefore, no justification for an increase in rates. The employer, however, should be more insistent on getting a twist of uniform quality from the twist manufacturers.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated April 2, 1920.

C A S E N O . 120

ROSENBERG BROS. - BUTTONHOLE MAKERS

Complaint entered by the Union March 29, 1930.
Hearing same day. Mr. Merkel represented the
Employer and Mr. Carr the Union.

The complaint is that the twist used by the buttonhole makers is thinner now than the twist that the firm used to furnish. This the buttonhole makers claim, makes their work harder and they ask that they be supplied with the thicker twist again, or else to have their rates raised.

It appears from the evidence submitted at the hearing that the employer is buying now the same kind of twist as indicated by the name and number, that he has always bought. The quality of the twist varies, however, from box to box and even from spool to spool. This same condition the Chairman found in other houses in the market where he made inquiries. To raise the rates for buttonhole making because a lot of spools with finer twist happened to come in would mean that those rates would have to be reduced again when the next lot of thicker twist came. If one spool happened to be finer than another the rates would have to be different with the different spools used.

Obviously rates cannot be changed on this basis. The earnings of the buttonhole makers have not decreased since the time when they claim they began to get finer twist. There is therefore, no justification for an increase in rates. The employer, however, should be more insistent on getting a twist of uniform quality from the twist manufacturers.

(Signed) Wm. M. Peterson

CHAIRMAN

Dated April 2, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 121

LEARS, PRINZ & MANDELL- BUTTONHOLE MAKER

Complaint entered by the Union Mar. 29, 1920.
Hearing March 31st. Decision April 1.
Mr. Bean and Mr. Lears for the Employer.
Mr. Pearlman for the Union.

Hermina LaVigne was discharged because she was the last one of four buttonhole makers employed and there is not enough work to keep four people busy. The employer tried to transfer her to the vest shop to make buttonholes there, but she refused to accept this, claiming that the coats and vests should be divided equally among all the four buttonhole makers. The evidence showed that an attempt was made to have each of the four work one day in the vest shop, but this did not work out successfully.

It is clear that there is not enough work to keep four buttonhole makers busy on coats. The evidence also showed that the prices for buttonhole making in the vest shop are as high as any in the market. Since Mrs. La Vigne was the last one employed, having worked in the shop only four weeks when the case arose, she cannot justly object to being transferred to work on vests. If, therefore, she wishes to continue working for this firm, the Chairman is of the opinion that she should accept employment on vests, and the employer should be bound to give her the first opportunity for employment on coats, whenever there are more coats than the other three buttonhole makers can handle.

(Signed) Wm. M. Leiserson.

CHAIRMAN

April 1, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C. A. S. E. H. O. 121

LEARS, PRINE & MAUDRELL - BUTTONHOLE MAKER

Complaint entered by the Union Mar. 29, 1930.
Hearing March 31st, Decision April 1.
Mr. Dean and Mr. Lears for the Employer.
Mr. Peckham for the Union.

Herman Lears was discharged because she was the last one of four buttonhole makers employed and there is not enough work to keep four people busy. The employer tried to transfer her to the vest shop to make buttonholes there, but she refused to accept this, claiming that the coats and vests should be divided equally among all the four buttonhole makers. The evidence showed that an attempt was made to have each of the four work one day in the vest shop, but this did not work out successfully.

It is clear that there is not enough work to keep four buttonhole makers busy on coats. The evidence also showed that the prices for buttonhole making in the vest shop are as high as any in the market. Since Mrs. Lears was the last one employed, having worked in the shop only four weeks when the case arose, she cannot justly object to being transferred to work on vests. If, therefore, she wishes to continue working for this firm, the Chairman is of the opinion that she should accept employment on vests, and the employer should be bound to give her the first opportunity for employment on coats, whenever there are more coats than the other three buttonhole makers can handle.

(Signed) Wm. M. Leiserson.

CHAIRMAN

April 1, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 122

L. BLACK CO. - DISCHARGED OPERATOR.

Complaint entered by the Union March 29, 1920.
Hearing same day. Oral decision April 1, 1920.
Mr. VanGeyt for the Employer. Mr. Pearlman
for the Union.

This discharge grew out of Case No. 115 in which it was ruled that Morris Radkowitz who had worked as a pocket maker at August Bros., had given a week's notice and properly left his place. Now after working a week he is again discharged by his new employer, and no reason is given for the dismissal. The labor manager insists that no reason is necessary, since the man has been employed only for about a week.

Considering the testimony of the employers' witnesses in the previous case, it is evident that this man was discharged not because the firm did not want him, but because his former employer or the Clothiers' Exchange requested his dismissal. Such discharges, whether made during the first week of employment or at any other time, cannot be approved.

The right to discharge during the first two weeks must be limited by the spirit and purposes of the agreement. If this right were held to be absolute, so that an employee who has done nothing wrong, and whose work is satisfactory to the employer, may be discharged at the instigation of other employers, then a blacklist of the worst kind would be legalized. At the same time the right of the Union to tell its members where they may or may not work would also have to be considered an absolute right, so that it might keep workers from going to certain factories and thus tie up shops as effectively as if a strike were called. Obviously the agreement intended that neither of these things shall be done, and it must be held that Radkowitz was unjustly discharged.

He will therefore, be reinstated with full pay for the week he lost, and since it was the Clothiers' Exchange that caused this loss of time, the Exchange should pay the week's wages.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated April 3, 1920.

CASE NO. 122

L. BLACK CO. - DISCHARGED OPERATOR.

Complaint entered by the Union March 29, 1930.
Hearing same day. Oral decision April 1, 1930.
Mr. VanCoy for the Employer. Mr. Pearson
for the Union.

This discharge grew out of Case No. 115 in which it was ruled that Morris Radkowitz who had worked as a pocket maker at August Bros. had given a week's notice and properly left his place. Now after working a week he is again discharged by his new employer, and no reason is given for the dismissal. The labor manager insists that no reason is necessary, since the man has been employed only for about a week.

Considering the testimony of the employers' witnesses in the previous case, it is evident that this man was discharged not because the firm did not want him, but because his former employer or the Clothiers' Exchange requested his dismissal. Such discharges, whether made during the first week of employment or at any other time, can not be approved.

The right to discharge during the first two weeks must be limited by the spirit and purpose of the agreement. If this right were held to be absolute, so that an employee who has done nothing wrong, and whose work is satisfactory to the employer, may be discharged at the instigation of other employers, then a blacklist of the worst kind would be legalized. At the same time the right of the Union to tell its members where they may or may not work would also have to be considered an absolute right, so that it might keep workers from going to certain factories and thus tie up shops as effectively as if a strike were called. Obviously the agreement intended that neither of these things shall be done, and it must be held that Radkowitz was unjustly discharged.

He will therefore, be reinstated with full pay for the week he lost, and since it was the Clothiers' Exchange that caused this loss of time, the Exchange should pay the week's wages.

(Signed) Wm. M. Pearson

CHAIRMAN

Dated April 3, 1930.

LABOR LABOR ADJSUTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 123

GOODMAN & SUSS - DISCHARGED JOINER.

Complaint entered by the Union March 25, 1920.
Hearing March 26th. Oral Decision March 27th,
Mr. Kaufman represented the Union. Mr. Bean
for the employer.

Mr. Rabinowitz, a joiner and backmaker, who was reinstated by the Chairman some time ago after dismissal by the employer (Case 92), is again discharged. This time he is given his week's notice on the ground that he turns out only about half the work that others on the same work do, that he causes disturbances by constantly arguing over instructions he gets for his work, and that he interferes with the other workers in the shop.

In the interest of harmony in the shop the dismissal of Rabinowitz is approved.

(Signed) Wm. M. Leiserson.

CHAIRMAN

Dated April 2, 1920.

LABOR LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 123

GOODMAN & SONS - DISCHARGED JOINER.

Complaint entered by the Union March 25, 1930.
Hearing March 25th. Oral Decision March 27th.
Mr. Kaufman represented the Union, Mr. Beck
for the employer.

Mr. Robinson, a joiner and bookmaker, who was reinstated
by the Chairman some time ago after dismissal by the employer
(Case 92), is again discharged. This time he is given his week's
notice on the ground that he turns out only about half the work
that others on the same work do. That he causes disturbances by
constantly arguing over instructions he gets for his work, and
that he interferes with the other workers in the shop.

In the interest of harmony in the shop the dismissal of
Robinson is approved.

(Signed) Wm. M. Peterson.

CHAIRMAN

Dated April 2, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 124

August Bros.-- Rate for cutters

RECOMMENDATIONS OF SUB. PRICE COMMITTEE
APPOINTED TO INVESTIGATE THE CUTTING ROOM PIECE
PRICES AND CONDITIONS AT AUGUST BROS. CO.

Pursuant to the directions of Dr. Leiserson, the above committee made a careful investigation of the cutting room of August Bros. Co. and found that the quality of the marking and cutting of the above firm is practically the same in all essentials with that of the firm of Hickey Freeman Co. We found, however, that the facilities of cutting, etc., for cutters in the two cutting rooms varied greatly to the disadvantage of the cutters at August Bros. Co.

It was also observed that the patterns in the cutting room at August Bros. Co. are very incomplete, thereby forcing cutters to lose time in finding the right patterns. We, therefore, recommend in addition to the following recommendation and prices, that extra time shall be allowed for lost time for getting patterns under these conditions, such time to be determined by a careful time study immediately to be ordered.

The committee is unanimous that the following prices should prevail for cutting at August Bros. Co.

PRICES

Plain goods	One up	Plain Pattern	\$.91
" "	2 "	" "	.96
" "	3 "	" "	1.05
Stripe Goods	One up	" "	.98
" "	2 "	" "	1.03
" "	3 "	" "	1.12

Matched Plaids, single suit 1.25

For matching backs and flaps on stripes 7¢ for each ply over single.

Separating 2 styles of goods 20¢ per suit
" 3 " " " 20¢ for each ply
or 40¢

Separating coats- 10¢, pants- 7¢, vests- 3¢.

Changing regulars to longs or young stouts- 12¢

Cash flaps 3¢ extra as there is extra dart for cash flaps.

Cash pocket- 4¢ extra.

Norfolk 3 piece back and belt 15¢ extra.

Golf - extreme sport - 3 piece back and 3 piece front 30¢ extra.

Extra pant or knickers 30¢

On light material hard to mark, time allowances shall be made at the discretion of foreman.

Where plaids do not run accurately, time shall be allowed.

Invisible stripes - 20 minutes above one-up.

Extra time allowances for tight lays.

" " " " cutting open up.

The above scale shall include having undercollars cut.

Sub. Price Committee	(Signed - Harry B. Friedman
	Harold Gray
	Louis Raetz
	Edward A. Bott

May 6, 1920.

Norfolk 3 piece back and belt 15¢ extra.

Golf - extreme sport - 3 piece back and 3 piece front 30¢ extra.

Extra pants or knickers 30¢

On light material hard to mark, time allowances shall be made at the discretion of foreman.

Where plaids do not run accurately, time shall be allowed.

Invisible stripes - 20 minutes above one-up.

Extra time allowances for tight laces.

" " " " cutting open up.

The above scale shall include having undercollars cut.

(Signed - Harry B. Friedman
Harold Gray
Louis Rabin
Edward A. Rott
Sub. Price Committee)

May 6, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 124

AUGUST BROS.---RATE FOR CUTTERS

Complaint entered by the Union on March 30, 1920. Hearing on April 5th. Mr. Strebel for the Union, Mr. VanGeyt and Mr. Corcoran for the firm. Investigating Committee for the employer, Harold Gray and Louis Raetz. For the Union H. B. Friedman and E. A. BOTT.

The substance of the complaint from the Union reads as follows:

"In February 1920 the cutters and the firm re-entered into negotiations, which were originally begun in October 1919, for the purpose of making certain allowances not covered by the existing scale of prices. After prolonged negotiations, an arrangement was arrived at acceptable to both sides, to be operative for the remaining period of the agreement. The labor manager for the firm ruled that before such new arrangement could become operative it must first be submitted to the Board of Labor Managers for approval. The matter was so submitted, the labor managers ruling that this arrangement could not receive their approval because the difference in price for singles two's and three's was too great, which would tend to disturb the market. They submitted a counter proposal which was duly submitted to the cutters and rejected".

At the hearing the labor manager argued that the firm did not agree to any arrangement, that it was understood from the beginning that the Board of Labor Managers would have to approve any changes in rates. Since the cutters refuse to accept the voluntary concessions offered them, the employer objects to any change in rates whatever being made in mid-season. If this contention were upheld the case would have to be dismissed and even these things which the firm admitted were wrong could not be settled. The Chairman therefore took up the matter at a full meeting of the Labor Adjustment Board, and the labor managers thereupon asked that decision in the case be reserved until they could make another investigation. After this investigation was made, however, the labor managers reported that their first offer which was rejected by the cutters was the only one they could approve.

In view of all this it was apparent that some adjustment and allowances would have to be made. In order therefore, that the whole matter might be settled right once for all the Chairman asked that a committee of cutters representing both sides be appointed and he instructed them to investigate the work and the prices in this house, and in other houses where the work is comparable, and to make recommendations as to what would be a

fair schedule of piece prices for cutters in this house.

The committee agreed on a report unanimously which is attached hereto, and was submitted to the Labor Adjustment Board for criticism. Since neither the labor managers nor the union representatives could show that it was in anyway unreasonable, it is hereby made a part of this decision, and the schedule of piece rates recommended therein, are to be put into effect dating from Feb. 26, 1920, the date when schedule proposed by the labor managers was to go into effect.

The Committee also made a supplementary report covering the matter of cutting overcoats. In as much as this matter was not fully discussed and no hearing was held on the questions, the recommendations in this supplementary report will be held in obedience until a hearing can be held on it. Mean while the overcoat cutters should go on working at the rates they have been receiving up to the present.

Wm. M. Leiserson

CHAIRMAN

Dated May 17, 1920.

This schedule of piece prices for output in this house.

The committee agreed on a report summarizing which is attached hereto, and was subject to the Labor Adjustment Board for approval. It was further agreed that the Labor Adjustment Board would review the report and if it found it to be in accordance with the schedule of piece prices for output in this house, and if it also found that the Labor Adjustment Board was in agreement with the Labor Adjustment Board, it would be in agreement with the Labor Adjustment Board.

The committee also agreed on a report summarizing which is attached hereto, and was subject to the Labor Adjustment Board for approval. It was further agreed that the Labor Adjustment Board would review the report and if it found it to be in accordance with the schedule of piece prices for output in this house, and if it also found that the Labor Adjustment Board was in agreement with the Labor Adjustment Board, it would be in agreement with the Labor Adjustment Board.

W. E. Johnston

June 14, 1942

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A B E NO. 125

HICKEY-FREEMAN CO. -- RATE FRO TOP PRESSING.

Complaint entered by the Union March 30, 1920.
Hearings April 6 and April 30th. Dr. Stone
appeared for the Employer. Mr. Pearlman
represented the Union. Committee for the
employer, Messrs. Torre and Hoyer. Committee
for the Union Messrs. Cheno and Licastre.

The complaint is that the rate of \$4.48 per hundred for
top pressing pants was reduced to \$3.25 when each top presser
was given two machines to operate instead of one. The labor
manager defends this action on the ground that the additional
machine will increase the output 25% and the presser is saved
waiting time which he loses when he operates only one machine.
The Union contends that the increase in output will be only about
5% and the reduction in rate has already reduced the top presser's
earnings from an average of \$42 per week to about \$30.

After full hearings and an investigation by a committee
representing both parties, it is apparent that the output from
the two machines will normally be about 200 pair a day. On this
basis \$3.85 per hundred will enable the presser to earn somewhat
more per week than he averaged when operating one machine.

The rate is therefore fixed at \$3.85 per hundred, and back pay
should be given at this rate from the time that the presser was put
on two machines.

(Signed) Wm. M. Leiserson

CHAIRMAN.

Dated May 1, 1920.

G A B E NO. 125

HICKY-FREEMAN CO. --- RATE TWO TOP PRESSING.

Complaint entered by the Union March 30, 1930.
Hearings April 5 and April 20th. Dr. Stone
appeared for the Employer. Mr. Pearson
represented the Union. Committee for the
Employer, Messrs. Torre and Hoyt. Committee
for the Union Messrs. Chene and Liscette.

The complaint is that the rate of \$4.48 per hundred for
top pressing pants was reduced to \$3.25 when each top presser
was given two machines to operate instead of one. The labor
manager defends this action on the ground that the additional
machine will increase the output 25% and the presser is saved
waiting time which he loses when he operates only one machine.
The Union contends that the increase in output will be only about
5% and the reduction in rate has already reduced the top presser's
earnings from an average of \$42 per week to about \$30.

After full hearings and an investigation by a committee
representing both parties, it is apparent that the output from
the two machines will normally be about 200 pair a day. On this
basis \$3.85 per hundred will enable the presser to earn somewhat
more per week than he averaged when operating one machine.

The rate is therefore fixed at \$3.85 per hundred, and back pay
should be given at this rate from the time that the presser was put
on two machines.

(Signed) Wm. M. Pearson

CHAIRMAN.

Dated May 1, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 126

HICKEY FREEMAN CO. - RATE FOR SECOND BASTING

Complaint entered by the Union
April 1, 1920. Hearing same day.
Dr. Stone represented the employer.
Mr. Cursi, the Union.

The dispute in this case is whether the established rate for second basting certain coats is 45 cents or 38 cents. The employer contends that 38 cents was agreed upon and that 45 cents was refused when the men asked for it. The Union submits evidence showing that the second basters are now receiving 45 cents for these coats that they have been receiving 45 cents since January, that they were paid back pay on these coats at the rate of 45 cents, and they object to having this reduced now to 38 cents. The Labor Manager answers this by claiming that it was the second basters alone who had priced these coats at 45 cents and that they were paid this rate without his knowledge.

At the hearing it developed that the men do not mark the piece prices on their work, but this is done by a girl who gives and takes work from them. It was plain also that early in February the question was raised as to whether 38 or 45 cents should be paid for the coats in question. In view of the evidence that the 45 cent rate was disputed in February and the fact that the men do not themselves mark the prices on their work, it must be held that the management did know it was paying 45 cents when it continued to pay this rate without question until two or three weeks ago, even though the labor manager himself may not have been aware of it.

It is therefore ruled that the rate agreed upon was 45 cents and this rate cannot be changed until the present wage agreement expires on May 31st.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated April 6, 1920.

C A S E N O. 126

HICKRY FREEMAN CO. - RATE FOR SECOND BASTING

Complaint entered by the Union
April 1, 1930. Hearing same day.
Dr. Stone represented the employer.
Mr. Curst, the Union.

The dispute in this case is whether the established rate for second basting certain costs is 45 cents or 38 cents. The employer contends that 38 cents was agreed upon and that 45 cents was refused when the men asked for it. The Union submits evidence showing that the second basters are now receiving 45 cents for these costs that they have been receiving 45 cents since January, that they were paid back pay on these costs at the rate of 45 cents, and they object to having this reduced now to 38 cents. The Labor Manager answers this by claiming that it was the second basters alone who had priced these costs at 45 cents and that they were paid this rate without his knowledge.

At the hearing it developed that the men do not mark the piece prices on their work, but this is done by a girl who gives and takes work from them. It was plain also that early in February the question was raised as to whether 38 or 45 cents should be paid for the costs in question. In view of the evidence that the 45 cent rate was disputed in February and the fact that the men do not themselves mark the prices on their work, it must be held that the management did know it was paying 45 cents when it continued to pay this rate without question until two or three weeks ago, even though the labor manager himself may not have been aware of it.

It is therefore ruled that the rate agreed upon was 45 cents and this rate cannot be changed until the present wage agreement expires on May 31st.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated April 6, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 128

STEIN-BLOCH CO.-- CLASSIFICATION OF CUTTERS.

Complaint entered by the Union
on April 9, 1920. Hearing
April 19th. Dr. Jacobstein
appeared for the employer.
Mr. Strebel for the Union.

Pursuant to the agreement that standards of production shall be established in each house, the labor manager and a committee of the cutters agreed on a schedule which defined a base cut and provided allowances for variations from this base. This schedule went into effect about February 1, 1920 and it was provided that "on March 1st the cutters will be classified as to their wages on the basis of their production for a 4 weeks period prior to March 1st." This classification was to be made in co-operation with the committee of cutters.

In March when the classification was to be made on the basis of the February production the parties could not agree, and it was decided to work another month and then in April to fix a classification based on the production experience both of February and of March, and in addition to production, quality and yardage were to be considered in making the classification. During March, however, the employer requested the cutters to speed up temporarily so that work on hand might be gotten out quickly without the necessity of hiring additional men. To this request the cutters acceded, but when the time came to agree on a classification it made the task more difficult and after several conferences the matter was brought to the chairman for decision.

The hearing in this case was full and complete, and was marked by a fine spirit of tolerance by all concerned, and both sides presented their evidence in a most fair and capable manner. The Chairman does not wish to let the occasion go by without expressing his appreciation of the splendid co-operation of the cutters, the Union and the management at the hearing in helping the Chairman arrive at a fair and just decision.

The evidence showed that during February, March and April the cutters averaged from 39 to 55 cuts per week which on the basis of the schedule of production and the scale of \$41. would make their wages range from \$40 to \$56 per week. There was only one man who fell to 39 cuts and one who reached 55 cuts, the vast majority did from 41 to 50 cuts. The men did not group themselves into any natural classes, by large numbers doing certain numbers of cuts, but 6 did 41 cuts, 3 did 42, 4 did 43, 6 did 44, and so on, scattered in this way. Apparently the short time considered and the "speed-up" during March makes this experience an uncertain and inaccurate basis for a permanent classification. However, the agreement between the parties requires that some kind of a classification be made which will hold until voluntarily changed by the parties.

STEIN-BOUGH CO. - CLASSIFICATION OF CUTTERS.

Complaint entered by the Union
on April 9, 1930. Hearing
April 19th. Dr. Jacobstein
appeared for the employer.
Mr. Strobel for the Union.

Pursuant to the agreement that standards of production shall be established in each house, the labor manager and a committee of the cutters agreed on a schedule which defined a base cut and provided allowances for variations from this base. This schedule went into effect about February 1, 1930 and it was provided that "on March 1st the cutters will be classified as to their wages on the basis of their production for a 4 weeks period prior to March 1st." This classification was to be made in co-operation with the committee of cutters.

In March when the classification was to be made on the basis of the February production the parties could not agree, and it was decided to work another month and then in April to fix a classification based on the production experience both of February and of March, and in addition to production, quality and yardage were to be considered in making the classification. During March, however, the employer requested the cutters to speed up temporarily so that work on hand might be gotten out quickly without the necessity of hiring additional men. To this request the cutters acceded, but when the time came to agree on a classification it made the task more difficult and after several conferences the matter was brought to the chairman for decision.

The hearing in this case was full and complete, and was marked by a fine spirit of tolerance by all concerned, and both sides presented their evidence in a most fair and capable manner. The Chairman does not wish to let the occasion go by without expressing his appreciation of the splendid co-operation of the cutters, the Union and the management at the hearing in helping the Chairman arrive at a fair and just decision.

The evidence showed that during February, March and April the cutters averaged from 35 to 55 cuts per week which on the basis of the schedule of production and the scale of \$41. would make their wages range from \$40 to \$55 per week. There was only one man who fell to 35 cuts and one who reached 55 cuts, the vast majority did from 41 to 50 cuts. The men did not group themselves into any natural classes, by large numbers doing certain numbers of cuts, but 6 did 41 cuts, 3 did 42, 4 did 43, 5 did 44, and so on, scattered in this way. Apparently the short time considered and the "speed up" during March makes this experience an uncertain and inaccurate basis for a permanent classification. However, the agreement between the parties requires that some kind of a classification be made which will hold until voluntarily changed by the parties.

To avoid underpayment or overpayment of the men the work they actually turn out, therefore, the Chairman is of the opinion that a schedule of eight weekly rates of pay beginning with \$41. and running with two dollar intervals to \$55.-will classify all the cutters in the shop according to their production. That is to say the following Classes should be established.

Class 1.-----	\$41.	Class 5.-----	\$49.
" 2.-----	43	" 6.-----	51.
" 3.-----	45.	" 7.-----	53.
" 4.-----	47.	" 8.-----	55.

And the men should be classified in these classes according to their production as agreed upon in the schedule for cutting adopted by both parties. In making this classification it is understood that the committee of the cutters should co-operate and quantity quality and yardage shall be considered.

The agreement between the parties fully covers the method of moving a cutter up or down from one class to another. It is not to be done every week or even every month. The cutters in each class are to maintain an average production measured by the cutting schedule that will entitle them to the wages fixed for the class. If it should appear that any cutter is consistently producing more or less than he has been accustomed to doing so that his average production would entitle him to the wages of a higher or lower class he may be moved up or down by agreement between the parties or in the event of disagreement by the Impartial Chairman.

The classification fixed in this decision shall go into effect May 1st and shall remain in effect until changed by mutual agreement of the parties or an appeal by the Chairman. For the months of March and April, however, each cutter who has produced more than the standard 40 cuts is entitled to back pay according to whatever amount he individually did each week in excess of the 40 cuts.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated May 5, 1920.

To avoid underpayment or overpayment of the men the work they actually turn out, therefore, the Chairman is of the opinion that a schedule of eight weekly rates of pay beginning with \$41. and running with two dollar intervals to \$57. will classify all the cutters in the shop according to their production. That is to say the following classes should be established.

Class 1.-----\$41.	Class 5.-----\$49.
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The classification fixed in this decision shall go into effect May 1st and shall remain in effect until changed by mutual agreement of the parties or an appeal by the Chairman. For the months of March and April, however, each cutter who has produced more than the standard 40 cuts is entitled to back pay according to whatever amount he individually did each week in excess of the 40 cuts.

(Signed) Wm. M. Larsson

CHAIRMAN

Dated May 5, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 129

GOODMAN & SUSS-RATE FOR SECOND BASTING

Complaint entered by the Union April 8, 1920. Hearing April 13th. Messrs. Klein and Friedman for the Unions' Committee Messrs. Trevisonna and Grey for the employers' committee. Mr. Kaufman for the Union. Mr. VanGeyt represented the employer.

A change of work has been ordered by the employer on second basting, and the second basters complain that the prices offered by the employer for the new method will reduce their earnings.

Two questions are to be decided (1) Shall there be one price for all coats or may different prices be set for different coats? (2) What shall the new price be?

Regarding the first question it must be held that for the life of the present agreement there can be only one price for second basting, unless both parties agree to a change. Under the December wage adjustment one price has been paid for all models up to the present. This must stand until June 1st, unless changed by mutual consent.

On the question of what the price shall be much testimony was heard and a committee representing both parties was appointed to investigate the difference in the work. The evidence submitted was conflicting on almost every point. The only question to be decided is how much shall be added to the price of 30¢ to enable the men to maintain their previous earnings. At the hearing the men asked 8¢. The employer offered 5¢. The representatives of the Union on the investigating committee reported that the price should be 40¢, and the employer's representatives recommended: 33 1/2.

Considering all the evidence in the case the production of the men before the change and the normal production after the change, the Chairman is of the opinion that a rate of 35¢ will enable the second basters to earn just as much as they earned before the change.

(Signed) Wm. M. Leiserson.
CHAIRMAN

Dated April 21, 1920.

CASE NO. 129

GOODMAN & SONS-RATE FOR SECOND BASTING

Complaint entered by the Union April 8, 1930. Hearing April 13th. Messrs. Klein and Friedman for the Union's Committee Messrs. Trevisson and Gray for the employers' committee. Mr. Kaufman for the Union. Mr. Vancogly represented the employer.

A change of work has been ordered by the employer on second basting, and the second basters complain that the prices offered by the employer for the new method will reduce their earnings.

Two questions are to be decided (1) Shall there be one price for all coats or may different prices be set for different coats? (2) What shall the new price be?

Regarding the first question it must be held that for the life of the present agreement there can be only one price for second basting, unless both parties agree to a change. Under the December wage adjustment one price has been paid for all models up to the present. This must stand until June 1st, unless changed by mutual consent.

On the question of what the price shall be much testimony was heard and a committee representing both parties was appointed to investigate the difference in the work. The evidence submitted was conflicting on almost every point. The only question to be decided is how much shall be added to the present 30¢ to enable the men to maintain their previous earnings. At the hearing the men asked 8¢. The employer offered 5¢. The representatives of the Union on the investigating committee reported that the price should be 40¢, and the employer's representatives recommended 33 1/2¢.

Considering all the evidence in the case the production of the men before the change and the normal production after the change, the Chairman is of the opinion that a rate of 35¢ will enable the second basters to earn just as much as they earned before the change.

(Signed) Wm. M. Leiserson.
CHAIRMAN

Dated April 21, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 130

ROSENBERG BROS.-- DISCHARGED CANVAS MAKER

Complaint entered by the Union April 9, 1920. Hearing April 9th. Mr. Cursi appeared for the Union and Mr. Merkel represented the employer.

Caterina LaGrano, a canvas maker was discharged for talking loudly and incessantly and thus interfering with the work of other employees. It is charged also that she became careless about her work and that she was repeatedly warned to improve.

The hearing developed that the girl was young, that she had improved in her work after she was warned, and that she was sorry for her thoughtless conduct. Discharge would not be justified under such circumstances. Suspension for a few days would be sufficient punishment.

It was therefore agreed between the parties to transfer the girl to another occupation, without pay for the time she lost while she was suspended.

(Signed) Wm. M. Leiserson
CHAIRMAN

Dated April 12, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 130

ROSENBERG BROS.--- DISCHARGED CANVAS MAKER

Complaint entered by the Union April 9,
1930. Hearing April 9th. Mr. Goral
appeared for the Union and Mr. Merkel
represented the employer.

Catherine Lagano, a canvas maker was discharged for talk-
ing loudly and incessantly and time interfering with the work of other
employees. It is charged also that she became careless about her
work and that she was repeatedly warned to improve.

The hearing developed that the girl was young, that she had
improved in her work after she was warned, and that she was sorry for
her thoughtless conduct. Discharge would not be justified under such
circumstances. Suspension for a few days would be sufficient punish-
ment.

It was therefore agreed between the parties to transfer the
girl to another occupation, without pay for the time she lost while
she was suspended.

(Signed) Wm. M. Leiserson
CHAIRMAN

Dated April 12, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 131

WAGNER'S CONTRACT SHOP-DISCHARGED PRESSERS.

Complaint entered by the Union April 12, 1920. Hearing April 13th. Mr. Stahly for the Union. Messrs. Goldstein and Snyder represented the employer.

Six pant shrinkers were discharged on the ground that they walked out of the shop one morning without giving notice to the firm. The men claim they are piece workers, that their work gave out at nine o'clock one morning, that they all decided to go home until noon, and that they informed the assistant foreman they would return after lunch. It is admitted that one of the men asked permission to leave the shop for the rest of the morning, but the firm knew nothing of the others going until the assistant foreman saw them leaving the shop. The employer therefore assumed they had quit, and when they returned he told them since they had quit they could not come back.

The testimony at the hearing showed that there was no intention on the part of the men to have a stoppage. There was not enough work for all of them and they thought they would all take the morning off to permit some work to come through for them. However, though this was their intention, it was their duty to ask the employer if any more work was coming through. The evidence showed that while there was not enough work for all the six men, there was work for some of them, and by laying off in a body they might hold up the work for other employees. Before leaving the shop the men should have consulted the employer and received permission to lay off.

The men did wrong in laying off without consulting the employer. To discharge them for this however, would be too severe a punishment. The time they have already lost is sufficient punishment.

It is therefore held that the men were wrong in laying off without permission and they should not be paid for any of the time they lost. They are, however, to be reinstated to their old positions.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated April 17, 1920.

CASE NO. 131

WAGNER'S CONTRACT SHOP-DISCHARGED PRESSERS.

Complaint entered by the Union April 12, 1930. Hearing April 13th. Mr. Stahly for the Union. Messrs. Goldstein and Snyder represented the employer.

Six pant shrinkers were discharged on the ground that they walked out of the shop one morning without giving notice to the firm. The men claim they are piece workers, that their work gave out at nine o'clock one morning, that they all decided to go home until noon, and that they informed the assistant foreman they would return after lunch. It is admitted that one of the men asked permission to leave the shop for the rest of the morning, but the firm knew nothing of the others going until the assistant foreman saw them leaving the shop. The employer there fore assumed they had quit, and when they returned he told them since they had quit they could not come back.

The testimony at the hearing showed that there was no intention on the part of the men to have a stoppage. There was not enough work for all of them and they thought they would all take the morning off to permit some work to come through for them. However, though this was their intention, it was their duty to ask the employer if any more work was coming through. The evidence showed that while there was not enough work for all the six men, there was work for some of them, and by laying off in a body they might hold up the work for other employees. Before leaving the shop the men should have consulted the employer and received permission to lay off.

The men did wrong in laying off without consulting the employer. To discharge them for this however, would be too severe a punishment. The time they have already lost is sufficient punishment.

It is therefore held that the men were wrong in laying off without permission and they should not be paid for any of the time they lost. They are, however, to be reinstated to their old positions.

(Signed) Wm. M. Peterson

CHAIRMAN

Dated April 17, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 132.

L. SENOWITZ, CONTRACT SHOP--ASSAULT BY EMPLOYER.

Complaint entered by the Union April 9, 1920.
Hearing April 24th. Mr. Bean appeared for the
employer. Mr. Pearlman represented the Union.

The charge is that one of the proprietors of this shop assaulted the shop chairman. The defense is that the shop chairman had quit his job and no longer had any right to be in the shop. He was ordered out and when he refused to go Mr. Senowitz took hold of him by the throat and there was a struggle.

It appears from the evidence at the hearing that the shop chairman had returned to the shop to get his pay and while there the man who had taken over his Union duties asked him to straighten out some matters regarding Union due books. The employer permitted the workman to come into the shop to get his pay during working hours and also to stay long enough to argue with him over signing the payroll. It would seem that finishing up his shop chairman work was as legitimate as coming for his pay. But even assuming that he had no right to do this during working hours, would the employer be justified in using force to eject him from the shop? Would a shop chairman be justified in using violent methods if he resented an unreasonable order from a foreman?

The agreement provides machinery for adjusting all disputes over rights in a shop by peaceful and orderly methods. Neither the employer nor the employee has a right to use violent methods. The employer should set an example in the use of orderly methods. The Chairman is of the opinion that Mr. Senowitz acted spitefully and in a manner unworthy of an employer or any one else intrusted with management functions in workshops controlled by the Clothiers' Exchange. It is therefore suggested that the Clothiers' Exchange impose a fine of \$25. on Mr. Senowitz.

(Signed) Wm. M. Leiserson

Dated April 29, 1920.

CHAIRMAN.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 132.

L. SENOWITZ, CONTRACT SHOP--ASSAULT BY EMPLOYER.

Complaint entered by the Union April 9, 1930.
Hearing April 24th. Mr. Bean appeared for the
employer. Mr. Pearlman represented the Union.

The charge is that one of the proprietors of this shop
assaulted the shop chairman. The defense is that the shop
chairman had quit his job and no longer had any right to be
in the shop. He was ordered out and when he refused to go
Mr. Senowitz took hold of him by the throat and there was a
struggle.

It appears from the evidence at the hearing that the
shop chairman had returned to the shop to get his pay and while
there the man who had taken over his Union duties asked him
to straighten out some matters regarding Union due books. The
employer permitted the workman to come into the shop to get
his pay during working hours and also to stay long enough to
argue with him over signing the payroll. It would seem that
finishing up his shop chairman work was as legitimate as
coming for his pay. But even assuming that he had no right
to do this during working hours, would the employer be
justified in using force to eject him from the shop? Would
a shop chairman be justified in using violent methods if he
resented an unreasonable order from a foreman?

The agreement provides machinery for adjusting all disputes
over rights in a shop by peaceful and orderly methods. Neither
the employer nor the employee has a right to use violent methods.
The employer should set an example in the use of orderly methods.
The Chairman is of the opinion that Mr. Senowitz acted spitefully
and in a manner unworthy of an employer or any one else interested
with management functions in workshops controlled by the
Clothing Exchange. It is therefore suggested that the
Clothing Exchange impose a fine of \$25. on Mr. Senowitz.

(Signed) Wm. M. Leiserson

CHAIRMAN.

Dated April 29, 1930.