

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 134.

HICKEY-FREEMAN CO.-- RATE FOR FIRST BASTING.

Joint submission on April 13th. Hearings April 23d and April 30th. Dr. Stone and Mr. Rauber for the employer. Mr. Pearlman for the Union. Investigating committee Miss Coulton and Mr. Underwood for the employer. Morris Scheff and Oscar Schmidt for the Union.

The Chairman is asked to fix piece prices for first basting sackcoats for a man who is being transferred from overcoats to sackcoats. The following prices were offered by the employer: Plain coats 10 1/2¢- Peaked lapels 11 3/4¢-Double Breasted..13¢-. In behalf of the baster the Union asks two prices, 13¢ for plain coats and 15¢ for peaked lapels, whether single or double breasted coats.

An investigation made by a committed representing both sides revealed that the price offered by the employer was too low when compared with the work done in another house where exactly these prices are paid. The labor manager thereupon offered 11¢ for the plain coats but insisted that the other two prices remain the same as in the original offer. The Union was willing to accept 12 1/2¢ for the plain and 14 1/2¢ for the other coats.

Considering the work involved and the earnings of the first baster while he worked on overcoats the chairman is of the opinion that the following rates would be fair and just.

Plain Coats--	11 1/2¢
Peaked lapels-Single breasted/-	12 1/2¢
Peaked lapels-Double breasted-	13 1/2¢

(Signed) Wm. M. Leiserson.

CHAIRMAN.

DATED MAY 4, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 154.

HICKY-FREEMAN CO. --- RATE FOR FIRST BASTING.

Joint submission on April 13th. Hearings April 23d and April 30th. Dr. Stone and Mr. Rauber for the employer. Mr. Pearlman for the Union. Investigating committee Miss Goulton and Mr. Underwood for the employer. Morris Scheff and Oscar Schmidt for the Union.

The Chairman is asked to fix piece prices for first basting sackcoats for a man who is being transferred from overcoats to sackcoats. The following prices were offered by the employer: Plain coats 10 1/2¢. Peaked lapels 11 3/4¢. Double breasted 13¢. In behalf of the baster the Union asks two prices, 13¢ for plain coats and 15¢ for peaked lapels, whether single or double breasted coats.

An investigation made by a committee representing both sides revealed that the price offered by the employer was too low when compared with the work done in another house where exactly these prices are paid. The labor manager thereupon offered 11¢ for the plain coats but insisted that the other two prices remain the same as in the original offer. The Union was willing to accept 12 1/2¢ for the plain and 14 1/2¢ for the other coats.

Considering the work involved and the earnings of the first baster while he worked on overcoats the chairman is of the opinion that the following rates would be fair and just.

Plain Coats-- 11 1/2¢
Peaked lapels-Single breasted-- 12 1/2¢
Peaked lapels-Double breasted-- 13 1/2¢

(Signed) Wm. M. Leiserson.

CHAIRMAN.

DATED MAY 4, 1930.

Hickey-Freeman Co. - Finishers.

Complaint entered by the Union April 15, 1920. Hearing April 15. Mr. Cursi for the Union. Dr. Stone and Mr. Rauber for the employer.

To hold the employees of the overcoat shop together after the overcoat season, the employer made an arrangement with them by which they were all to work on sack coats, with a guarantee that the first week they were at the new work they would receive the same amount as they had been earning on overcoats, the second week 95% of this amount, the third week 90%, and so on until their actual earnings on sack coats at the prevailing piece prices would exceed the guarantee. In a few weeks all the sections but the finishers had become accustomed to work on sack coats and were earning as much as they did on overcoats. The finishers, however, do not seem to be able to reach the earnings they were accustomed to on overcoats.

It is admitted by both parties that the piece price for finishing overcoats was relatively high compared with the same work on sack coats, and that for this reason the finishers may never be able to earn on sack coats as much as they did on overcoats. The Union representative contended that finishers in the overcoat shop always averaged \$4.00 a week more than finishers on sack coats, and therefore the employer should add \$4.00 to the weekly earnings of those finishers whom they transferred to sackcoats in order that their customary earnings should not be lowered by the change. The labor manager contended that these finishers were covered by the agreement guaranteeing 100%, 95%, 90%, etc., and they are bound by this no matter if it works out to their disadvantage, and further that there was an established piece price on sackcoats and the employer could not have two prices for the same work or give one set of workers a bonus of \$4.00 over others who were doing the same work.

The rule to be applied in this case is that when the regular work of a section or an employee gives out, the employer is free to lay them off and they are free to quit. If, however, the employer insists on keeping the section together and puts the employees to work on other than their customary work, then the employer must guarantee to these employees their customary earnings at their usual occupation.

The finishers in the present case therefore have a right to quit if the employer has no more overcoats for them to work on. They cannot be compelled to work on sack coats at reduced earnings. On the other hand the employer cannot be compelled to keep these overcoat finishers working on sackcoats when he has no overcoats at higher wages than sackcoat finishers get. Only if the employer insists that they shall remain at work on sackcoats can he be expected to guarantee them the same earnings as on overcoats.

(Signed) Wm. M. Leiserson

Chairman,

Dated April 20, 1920

Hickey-Freeman Co. - Finishers.

Complaint entered by the Union April 15, 1930. Hearing April 15. Mr. Gust for the Union. Dr. Stone and Mr. Hamber for the employer.

To hold the employees of the overcoat shop together after the overcoat season, the employer made an arrangement with them by which they were all to work on sack coats, with a guarantee that the first week they were at the new work they would receive the same amount as they had been receiving on overcoats. The second week 95% of this amount, the third week 90%, and so on until their actual earnings on sack coats at the prevailing piece prices would exceed the guarantee. In a few weeks all the sections but the finishers had become accustomed to work on sack coats and were earning as much as they did on overcoats. The finishers, however, do not seem to be able to reach the earnings they were accustomed to on overcoats.

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The rule to be applied in this case is that when the regular work of a section or an employee gives out, the employer is free to lay them off and they are free to quit. If, however, the employer insists on keeping the section together and puts the employees to work on other than their customary work, then the employer must guarantee to these employees their customary earnings at their usual occupation.

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LABOR ADJUSTMENT BOARD, ROCHSTER CLOTHING INDUSTRY

(Signed) _____

Chairman

Dated April 20, 1930

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 136

L. BLACK & CO.--INCREASE FOR CUTTER.

Complaint entered April 16, 1920. Hearing April 21, 1920. Mr. Strebel appeared for the Union and Mr. Corcoran represented the employer.

L. Wunder, an overcoat cutter, was receiving \$43.50 a week before the December increase. In December the employer raised him to \$47.00 per week instead of allowing him the general increase of \$6.00. He claims that he is entitled under the December wage adjustment to \$49.50 dating from the first full pay roll week in December.

The December wage adjustment provided that a \$6 increase was to be given to all employees earning more than \$24.00. Where this \$6 increase brought the wages beyond the scale established for the occupation, the employer could question the increase, the burden being on him to prove that the full increase should not be granted. In the present case the only evidence offered to prove that this overcoat cutter is not entitled to the \$6 is a comparison of what suit cutters are earning and producing based on an assumed ratio between the number of cuts that can be made on overcoats and suits in the same time. In addition to this, the Labor Manager claimed that to pay Mr. Wunder \$49.50 a week when none of the suit cutters were getting more than \$45 would arouse jealousy in the shop. It is true that the suit cutter who were formerly on a bonus system used to earn more than \$45 a week so that the discrepancy between their earnings and those of Mr. Wunder was not so great as it is now when the suit cutters have been put on straight week work but it is also true that the reduction in the wages of the suit cutters was accompanied by a reduction in the output whereas Mr. Wunder worked on the same basis after December as he did before December. No complaint was made as to the quality or quantity of his work.

Inasmuch as the employer voluntarily paid this man from \$8 to \$10 more than the prevailing scale for cutters before December it must be held that the evidence presented was not conclusive to show that he was not entitled to the full increase of \$6. Mr. Wunder will, therefore be paid an additional \$2.50 a week for every week that he has worked since December when the increase went into effect.

(Signed) Wm. M. Leiserson.
Chairman

Dated April 23, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 136

I. BLACK & CO.--INCREASE FOR CUTTER.

Complaint entered April 16, 1930. Hear-
ing April 21, 1930. Mr. Stoppel appeared
for the Union and Mr. Corcoran represented
the employer.

I. Wunder, an overcoat cutter, was receiving \$43.50 a week be-
fore the December increase. In December the employer raised him to
\$47.00 per week instead of allowing him the general increase of \$3.00.
He claims that he is entitled under the December wage adjustment to
\$49.50 dating from the first full pay roll week in December.

The December wage adjustment provided that a \$5 increase was to
be given to all employees earning more than \$24.00. Where this \$5 in-
crease brought the wages beyond the scale established for the occupa-
tion, the employer could question the increase, the burden being on
him to prove that the full increase should not be granted. In the pre-
sent case the only evidence offered to prove that this overcoat cut-
ter is not entitled to the \$5 is a comparison of what suit cutters
are earning and producing based on an assumed ratio between the num-
ber of cuts that can be made on overcoats and suits at the same time.
In addition to this, the Labor Manager claimed that to pay Mr. Wunder
\$49.50 a week when none of the suit cutters were getting more than
\$45 would arouse jealousy in the shop. It is true that the suit cutter
who were formerly on a bonus system used to earn more than \$45 a
week so that the discrepancy between their earnings and those of Mr.
Wunder was not as great as it is now when the suit cutters have been
put on straight week work but it is also true that the reduction in the
wages of the suit cutters was accompanied by a reduction in the
out put whereas Mr. Wunder worked in the same plant after December as
he did before December. No complaint was made as to the quality or quan-
tity of his work.

Inasmuch as the employer voluntarily paid this man from \$8 to
\$10 more than the prevailing scale for cutters before December it must
be held that the evidence presented was not conclusive to show that he
was not entitled to the full increase of \$5. Mr. Wunder will, therefore
be paid an additional \$2.50 a week for every week that he has worked
since December wage increase went into effect.

(Signed) Wm. M. Larsson.
Chairman

Dated April 23, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 1 3 8

Hickey Freeman Co. --- Production of Off Pressers.

Complaint entered by employer on April 23,
Hearing and oral decision May 20, 1920.
Mr. Rauber appeared for the firm, Mr. Cursi
for the Union. Investigating committee;
for the employers, Nicholas Sealer and Wm.
A. Birr; for the Union Paul Dummer and N.
Asceto.

Off pressers working in the overcoat shop of this firm have been given sack coats to press. They are now pressing 38 coats per week, which is the same as the production of the pressers in the sack coat shop but in the sack coat shop each presser has to press the coat complete, whereas in the overcoat shop they have the shapes pressed in for them. On this account the employer asks that a standard of 42 coats per week should be fixed in the overcoat shop.

A committee of pressers representing both sides was sent to the shop to investigate the amount of time it takes to press the shapes. This committee reported that from 5 to 7 minutes is the time saved per coat for the off pressers in the overcoat shop when they are not required to press their own shapes.

On this basis the pressers in the overcoat shop should be able to press from 3 to 4 coats per week more than the pressers in the sack coat shop. The standard for sack coats pressed in the overcoat shop should therefore be from 41 to 42 coats per week to put them on an equality with the men in the sack coat shop.

(Signed) Wm. M. Leiserson
CHAIRMAN.

Dated June 7, 1920.

TABLE 1

ANALYSIS OF THE SAMPLE

On the basis of the analysis of the sample, it was found that the sample contained the following elements:

Element	Percentage
Carbon	85.0%
Hydrogen	10.0%
Nitrogen	3.0%
Oxygen	2.0%

On the basis of the analysis of the sample, it was found that the sample contained the following elements:

Carbon 85.0%
Hydrogen 10.0%
Nitrogen 3.0%
Oxygen 2.0%

A comparison of the results of the analysis of the sample with the results of the analysis of the standard sample, it was found that the sample contained the following elements:

Carbon 85.0%
Hydrogen 10.0%
Nitrogen 3.0%
Oxygen 2.0%

On the basis of the analysis of the sample, it was found that the sample contained the following elements:

Carbon 85.0%
Hydrogen 10.0%
Nitrogen 3.0%
Oxygen 2.0%

ANALYSIS OF THE SAMPLE

TABLE 1

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 139

A. KOSOFSKY. CONTRACTOR--DISCHARGE.

Complaint entered by the Union April 26, 1920.
Hearing April 29th. Mr. Kaufman appeared for the
Union. Mr. Goldstein for the employer.

The admitted facts in this case are that in the course of a dispute over prices the contractor told A. Frank, a second baster he could quit immediately and Frank thereupon did quit. When he applied for work at another house, however, he was told they could not hire him. There is some dispute as to the words used by the girl who told him this, the charge is that she said he was a trouble maker and did not give a week's notice.

Frank claims a week's pay that he says he lost because the contractor prevented him from getting a new job. The contractor admits that he did say Frank caused him a lot of trouble, but he says he made no effort to keep him from getting a new job. He had also stated that Frank gave no notice, which was true, but when this was misunderstood he called up the Clothiers' Exchange and told them he had consented to the man quitting without notice.

It appears from all the evidence that Frank was kept from the job the first day because the house to which he applied understood he had not given a week's notice. This house, however, was informed shortly afterward that he did not have to work out the week's notice, and after that nobody interfered in anyway with Mr. Frank getting a job in any house.

Employers who give references on any employees who leave them must be careful to tell the exact truth as to whether they quit with or without notice, and no one has the right to interfere with any workman getting another job. In this case it is apparent that the contractor did prevent Frank from working the first day, but immediately afterward realized his mistake and straightened out the matter. Mr. Kosofsky will therefore pay one day's pay to Mr. Frank for the loss he caused him and if an offense of this character happens again a much more severe penalty will have to be imposed.

(Signed) Wm. M. Leiserson

Dated May 4, 1920.

CHAIRMAN.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 133

A. KOSOWSKY, CONTRACTOR--DISCHARGE.

Complaint entered by the Union April 26, 1930.
Hearing April 29th. Mr. Kaufman appeared for the
Union. Mr. Goldstein for the employer.

The admitted facts in this case are that in the course of
a dispute over prices the contractor told A. Frank, a second
batter he could quit immediately and Frank thereupon did quit.
When he applied for work at another house, however, he was told
they could not hire him. There is some dispute as to the words
used by the girl who told him this, the charge is that she said
he was a trouble maker and did not give a week's notice.

Frank claims a week's pay that he says he lost because the
contractor prevented him from getting a new job. The contractor
admits that he did say Frank caused him a lot of trouble, but he
says he made no effort to keep him from getting a new job. He
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that the contractor did prevent Frank from working the first day,
but immediately afterward realized his mistake and straightened
out the matter. Mr. Kosowsky will therefore pay one day's pay to
Mr. Frank for the loss he caused him and if an offense of this
character happens again a much more severe penalty will have to
be imposed.

(Signed) Wm. M. Leiserson

CHAIRMAN.

Dated May 4, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E N O. 142

HICKEY FREEMAN CO. - - RATE FOR POCKET

Complaint jointly submitted on May 6, 1920. Investigation and report by committee May 8. Request for re-opening by the Union on June 4. Hearing June 16. Mr. Rauber for the employer, Mr. Pearlman for the Union. Investigating committee, for the employers: H. J. Porreca and Louis Coulton; for the Union: Sam Zweig and Harry Ross.

A pocket making operation for which 41 3/8 cents was paid, was subdivided so that certain minor parts of the operation, sewing up the darts, piecing the pockets and sewing around the two bottom pockets, were to be taken away from the pocket makers. For the work that was left the employer offered 31.60 cents which the pocket makers refused to accept.

An investigation was made by the committee representing both parties, and this committee reported unanimously that 31 cents would be a proper rate. Upon receiving this report the chairman approved the rate and ordered it to go into effect.

After the pocket makers had worked at this rate for two weeks, the union asked for a re-opening of the case on the ground that an error was made by the committee in calculating the deductions to be made from the operation. A hearing was held and it was admitted by both parties that a slight error was made. To correct the error and to enable the pocket makers to maintain their previous earnings 60 cents per hundred should be added to the price recommended by the committee, making the rate 31.60.

The Chairman is convinced that 31.60 is a proper rate, if the purpose was to enable the pocket makers to earn only as much as they had been earning on the complete operation. It is claimed by the union, however, and admitted by the representative of the employer, that the labor manager promised the pocket makers that they were to earn more by subdividing the operation than they did when making the pockets complete.

Whether wisely or unwisely, it is admitted that some such promise was made. Having been made, the promise must be kept. From all the evidence presented to him by the parties at the hearing and by the investigating committee, the Chairman is of the opinion that the rate of 31.60 would be enough only to permit the pocket makers to maintain their previous earnings. To keep the promise that they will earn more, therefore, a higher rate will have to be set. One dollar and forty cents per hundred would enable the pocket makers to earn from \$2.50 to \$3.00 per week additional, and considering the earnings of the pocket makers in the market this would be a fair amount, as it would not bring the earnings of the men concerned in this case above the average earnings of men of similar skill in the market.

A rate of 35 cents should therefore be fixed for the pockets as now made, and this rate should be paid from the time the men began to do the operation the new way.

Dated June 23, 1920

William M. Leiserson
CHAIRMAN

HICKY FREEMAN CO. - RATE FOR POCKET

Complaint jointly submitted on May 6, 1930. Investigation and report by committee May 8. Request for reopening by the Union on June 4. Hearing June 15. Mr. Hickey for the employer, Mr. Freeman for the Union. Investigating committee, for the employer: H. J. Porteus and Louis Conlon; for the Union: Sam Zweig and Harry Ross.

A pocket making operation for which \$1 3/8 cents was paid, was established as that certain minor parts of the operation, sewing up the harts, piecing the pockets and sewing around the two bottom pockets, were to be taken away from the pocket makers. For the work that was left the employer offered \$1.50 cents which the pocket makers refused to accept.

An investigation was made by the committee representing both parties, and this committee reported unanimously that \$1.50 cents would be a proper rate. Upon receiving this report the chairman approved the rate and ordered it to go into effect.

After the pocket makers had worked at this rate for two weeks the union asked for a re-opening of the case on the ground that an error was made by the committee in calculating the deductions to be made from the operation. A hearing was held and it was admitted by both parties that a slight error was made. To correct the error and to enable the pocket makers to maintain their previous earnings 60 cents per hundred should be added to the price recommended by the committee, making the rate \$1.60.

The Chairman is convinced that \$1.60 is a proper rate, if the purpose was to enable the pocket makers to earn only as much as they had been earning on the complete operation. It is claimed by the union, however, and admitted by the representative of the employer, that the labor manager promised the pocket makers that they were to earn more by subdividing the operation than they did when making the pockets complete.

Whether wisely or unwisely, it is admitted that some such promise was made. Having been made, the promise must be kept. From all the evidence presented to him by the parties at the hearing and by the investigating committee, the Chairman is of the opinion that the rate of \$1.60 would be enough only to permit the pocket makers to maintain their previous earnings. To keep the promise that they will earn more, therefore, a higher rate will have to be set. One dollar and forty cents per hundred would enable the pocket makers to earn from \$2.50 to \$3.00 per week additional, and considering the earnings of the pocket makers in the market this would be a fair amount, as it would not bring the earnings of the men concerned in this case above the average earnings of men of similar skill in the market.

A rate of 25 cents should therefore be fixed for the pockets as now made, and this rate should be paid from the time the men began to do the operation the new way.

William M. Peterson
CHAIRMAN

Dated June 23, 1930

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 147.

Hickey-Freeman Co. -- Discharged Seam Presser.

Complaint received from Union May 28, hearing
on May 28, 1920. Mr. Rauber for the firm.
Mr. Pearlman for the Union.

Joseph Dimoria, a seam presser absented himself from work for three days without notifying the firm, and when he returned to work he was told his place was filled. He claims that he was sick and that on the second day he told a friend to notify the firm of his illness. The employer says that no notification whatever was received.

Mr. Dimoria admitted to the Chairman that he told his father when he returned home the first day after going to work that the reason he was not working was because the factory was shut down. His friend's testimony that he had telephoned to the firm was contradictory as to the exact time and not convincing. Under these circumstances the Chairman can not order his reinstatement.

(Signed) Wm. M. Leiserson
CHAIRMAN

Dated June 7, 1920.

LEADS INVESTIGATION BEING CONDUCTED BY THE FBI

RE: JAMES EARL RAY

Chicago, Illinois, May 15, 1968

Chicago received from Union City, N.J., letter
on May 10, 1968, re: James Earl Ray.
Mr. Ray is now in the Union

Joseph D. ... a man ... himself ...
with for three days ... the ... and ...
in ... to ... the ...
claim that ... on the ...
said a friend ... of his ...
clerk says that no ... was ...

The ... admitted to the ... that he ...
last ... he ... the ...
to ... the ... was ...
the ... was ... the ...
he ... the ... as ...
and ... not ...
the ... and ...

Chicago, Illinois
Sincerely,
[Signature]

Dated June 7, 1968

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. - 1 4 8

GOODMAN & SUSS -- DISCHARGED TRIMMER.

Complaint received from Union June 1, 1920.
Hearing on June 2. Mr. Pearlman for the
Union. Mr. Baetzel for the employer.

A machine trimmer was discharged for doing imperfect work. At the hearing it appeared that his work was satisfactory to the employer until four or six weeks ago. Since then some of his work has been poor and the trimmer himself admitted this to be the case. He claims, however, that patterns have been changed during this recent period, the lays were made too high, and that he can do good work and will be able to give satisfaction now that the lays are not piled so many up and as he gets used to the patterns.

Under the circumstances it does not appear just to punish this man by dismissal particularly since the firm had failed to pay him the scale for his operation and the back pay he was entitled to until ordered to do so by the Impartial Chairman a short time ago. It might appear that he was severely punished for claiming the scale and back pay to which he was entitled.

The trimmer will therefore be reinstated to his position with pay for the time he lost, on condition that he will do satisfactory work in the future. If he continues to do poor work such as was submitted in evidence in the case after the warning he has now had he may then be dismissed.

(Signed) Wm. M. Leiserson

Dated June 4, 1920.

LABOR AGREEMENT TO BE MADE BETWEEN THE TWO PARTIES

CHAPTER I. - GENERAL PRINCIPLES

SECTION 1. - PURPOSE AND SCOPE

1.1. This Agreement is made between the Employer and the Employees of the Company, for the purpose of settling the conditions of work, wages, hours, and other matters of mutual interest.

1.2. The Employer agrees to pay the Employees a wage of \$1.00 per hour for the work to be done. The wage shall be paid weekly, on the day of the week to be determined by the Employer. The Employer shall also provide the Employees with the necessary tools and materials for the work to be done. The Employees agree to work for the Employer for the period of time to be determined by the Employer, and to perform the work to be done in a satisfactory manner.

1.3. The Employer shall provide the Employees with a safe and healthy working environment. The Employer shall also provide the Employees with the necessary training and instruction for the work to be done. The Employees agree to follow the rules and regulations of the Employer, and to work in a safe and healthy manner.

1.4. The Employer shall provide the Employees with a pension plan, and the Employees agree to contribute to the plan. The Employer shall also provide the Employees with a health insurance plan, and the Employees agree to contribute to the plan. The Employer shall also provide the Employees with a life insurance plan, and the Employees agree to contribute to the plan.

CHAPTER II. - SPECIFIC PROVISIONS

Section 2. - Hours of Work

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. - 149

ROSENBERG BROS.--UNION DISCIPLINE OF ITS MEMBERS.

Complaint entered by the employer June 1, 1920.
Hearing the same day. Mr. Snyder for the employer. Messrs. Pearlman, Cursi and Licastro for the Union.

The Grievance Committee of the Union imposed a fine of \$10 and ordered the suspension from the shop of a member of the organization for violating rules of the organization. The employer complains that the Union has no power to order the employer to dismiss an employee as a matter of union discipline.

At the hearing it was charged by the union that some representatives of the management had been encouraging the union member to defy the organization, and that he had stated to other members that the union could not discipline him, as he would be backed up by the firm. The labor manager denied that he or any one connected with the firm had given the man any encouragement whatever to disobey orders of his union.

The real question at issue in this case is whether the union in its efforts to discipline a member can order an employer to suspend such a member working in his shop. There is no question that the union must have power to discipline its members. If it cannot do that then it cannot force them to live up to agreements made by the union with the employers. However, in meting out discipline to its members the union must do it according to the laws of its own organization. It can fine them, reprimand them, suspend or expel them and impose any other penalty authorized by the union's constitution and by-laws which they agreed to obey. But to make suspension by the employer a penalty imposed by the union, is going beyond the union's power of discipline and asking the employer to act in the union's place. The employer is therefore, within his rights in refusing to take any such action.

If any one connected with the management has actually encouraged a man to defy or to be disloyal to his union, complaint should be made in the regular way and the charges proved while the accused have a chance to defend themselves. Then if the charges are proved, the impartial chairman has ample power under the agreement to order the employer to take whatever disciplinary action may be necessary. But when no such complaints have been made and the only question involved is the right of the union to discipline its own members, it cannot be held that the union has a right to order the employer to suspend such a member from his job.

WM. M. LEISERSON, CHAIRMAN.

Dated June 1, 1920.

LABOR BUREAU AT WASHINGTON, D.C. RECEIVED

U.S. DEPARTMENT OF LABOR

WASHINGTON, D.C. JUNE 1, 1934

Dear Sir: I have your letter of May 31, 1934, regarding the matter of the National Labor Relations Board, and in reply to inform you that the Board has been organized and is now in operation.

The Board was organized on June 1, 1934, and is now in operation. It is composed of five members, three of whom are appointed by the President and two by the Senate. The Board is authorized to investigate and decide upon complaints of unfair labor practices, and to issue orders to prevent such practices.

At the present time, the Board is engaged in the investigation of a complaint filed by the United Brotherhood of Carpenters and Joiners of America against the National Labor Relations Board. The complaint alleges that the Board has acted in an arbitrary and capricious manner in its handling of the case.

The Board is also engaged in the investigation of a complaint filed by the International Association of Bridge and Structural Ironworkers against the National Labor Relations Board. The complaint alleges that the Board has acted in an arbitrary and capricious manner in its handling of the case.

It is my hope that the Board will be able to resolve these cases in a fair and equitable manner. I am, Sir, very respectfully,
Very truly yours,
W. H. HARRIS, Director

Dated June 1, 1934

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 1 5 0.

L. Adler Bros. & Co. -- Rate for Top Collar Basting.

Complaint entered by Union May 29, 1920. Hearing June 4. Mr. Harman appeared for the employer and Mr. Cursi represented the Union. Investigating committee: for the Union, A. Klein and O. Smith, for the employers Miss Coulton and H. Porreca.

The operation of top collar basting was changed so that two separate operations were made of it, and this is admitted to involve somewhat more work. The employer offers one half cent more. The workmen would make no definite suggestion as to how much more the rate should be, but insisted that it should be so increased as to enable them to earn as much as they did before.

This contention of the top collar basters is sound, and a committee representing both sides was appointed to investigate and recommend exactly what increase should be granted to enable the previous earnings to be maintained. The Committee, however, could not agree on how much extra time the new way took or how much should be added to the rate. The estimate of each member of the committee varied so that neither those who represented the union nor those who represented the employer could agree.

Considering all the evidence submitted at the hearing, however, and all the arguments, the Chairman is of the opinion that an addition of 1 1/2¢ on the old prices would be ample to permit the top collar basters to earn as much under the new method of operation as they did under the old method.

The rate of 19 1/2¢ on sack coats is therefore raised to 21¢, and the rate of 26.70¢ on overcoats is raised to 28.20¢.

(Signed) Wm. M. Leiserson,
CHAIRMAN.

Dated June 7, 1920.

MEMORANDUM FOR THE RECORD

DATE: 10/1/50

1. After review of the data for the 1949-50 season...

Comparison of the 1949-50 season with the 1948-49 season shows a decrease in the number of cases of disease. This is due to a number of factors, including a decrease in the number of cases of disease...

The number of cases of disease in 1949-50 was 1,200, compared with 1,500 in 1948-49. This decrease is due to a number of factors, including a decrease in the number of cases of disease...

This decrease in the number of cases of disease is a result of a number of factors, including a decrease in the number of cases of disease...

Considering all the evidence submitted at the hearing, the Commission is of the opinion that the new method of operation is better than the old method...

The rate of 1.5% on each acre is therefore fixed at 1.5%, and the rate of 2.5% on each acre is fixed at 2.5%.

(Signed) W. H. Johnson

Dated June 7, 1950

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

C A S E N O. 1 5 2.

Rosenberg & Katz, Contractor -- Pocket Maker.

Complaint entered by Union June 4,
1920. Hearing June 7, 1920. Mr.
Kaufmann for the Union. Mr. Snyder
and Mr. Goldstein for the employer.

The facts in this case are substantially as follows: The rate for pocket making in this shop, without sewing up clams, sewing around the pockets, piecing up and tacking in the lower pockets is 28¢. Two men doing this work are receiving this rate. Another pocket maker, however, who does this work and in addition tacks in the lower pockets is receiving 35¢. The rate for tacking in the lower pockets that is paid in the shop is 4.78 cents.

On the basis of these facts the Union asks that the two men now receiving 28¢ should be paid 30 1/4¢, the difference between 35¢ and 4 3/4¢ for tacking in the pockets. The contractor claims that he paid the additional 2 1/4¢ "out of his own pocket" to the man who is receiving 35¢ and that it is well understood in the shop that the regular rate is 28¢. Whenever the third man did the work the same as the other two men he also received only 28¢.

To uphold the contention of the employer would be to permit the existence of two piece rates for the same work in the same shop. To reduce the 35¢ man's rate to what the other men are getting would be to let the contractor go without imposing any penalty on him for making an individual bargain of this character. On the other hand the man who made an individual bargain for 35¢ when the rate in the shop for others was lower, is also to be condemned. He should have told the Shop Chairman so that all the pocket makers would receive the same rate.

Inasmuch as the employer said he was willing to let the third man do the work in the same way that the two men do who get 28¢, and the third man was willing to accept this, the Chairman is of the opinion that all three should be put to work on the same basis and a single rate of 29¢ should be paid to all of them. This will penalize both the contractor and the union man for entering into an individual bargain, and establish a single rate for the one operation. The rate of 29¢ is to date from May 10th when the complaint was made and back pay should be given to this date.

WM. M. LEISERSON, Chairman.

Dated June 7, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E N O. 1 5 3

LEVY BROS. CO. -- Discharged Pocket Maker.

Complaint entered June 3, 1920. Hearing
on June 9. Mr. Kaufman for the Union,
Mr. VanGeyt for the employer.

A pocketmaker employed by this firm was given warning and a week's notice that if he did not increase his production, he would be discharged at the end of the week. On June 9th, he was dismissed.

At the hearing he stated that he was doing as much work as the other pocketmakers in the shop. The employer contended that he wanted a great deal of time and was not turning out as much as the others. It was not possible to tell from the records submitted just how this man's production compared with that of the other pocketmakers. A committee representing both parties was therefore sent to the shop to investigate, and this committee under date of June 11th, reported as follows:

"We the undersigned committee, are agreed that the pocketmaker in question in the case at Levy Bros., Co. does not turn out a fair day's work for the rate he is receiving."

This report was signed by all four members of the committee, and it must be taken as conclusive that the pocket maker was justly discharged.

WILLIAM M. LEISERSON
CHAIRMAN

Dated June 13th, 1920

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 153

LEVY BROS. CO. - Discharged Pocket Maker.

Complaint entered June 3, 1930. Hearing
on June 9. Mr. Kaufman for the Union,
Mr. Vandegeyt for the employer.

A pocketmaker employed by this firm was given warning and
a week's notice that if he did not increase his production, he
would be discharged at the end of the week. On June 9th, he
was discharged.

At the hearing he stated that he was doing as much work
as the other pocketmakers in the shop. The employer contended
that he wanted a great deal of time and was not turning out as
much as the others. It was not possible to tell from the records
submitted just how this man's production compared with that of
the other pocketmakers. A committee representing both parties
was therefore sent to the shop to investigate, and this committee
under date of June 11th, reported as follows:

"We the undersigned committee, are agreed that the
pocketmaker in question in the case of Levy Bros. Co.,
does not turn out a fair day's work for the rate he is
receiving."

This report was signed by all four members of the committee,
and it must be taken as conclusive that the pocket maker was
justly discharged.

WILLIAM M. ELLERSON
CHAIRMAN

Dated June 13th, 1930

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E S N O. 151 & 154

Rosenberg Bros. Co.-- Stoppage & Charges against Foreman

Complaint by the employer June 3, complaint by the Union June 5. Hearings June 7 & 8. Mr. Snyder for the employer, Mr. Pearlman & Mr. Cursi for the Union.

These two cases are outgrowths of Case No. 149, decided on June 1. The employer now files complaints against the workers in shops 1, 2, 4 and 7, charging that they stopped work contrary to the agreement, and charges are also made against certain shop chairmen and individuals that they encouraged the workers to quit and called them out of the shops. The Union files a counter complaint charging that the reason for the excitement and the stoppage that occurred on Friday, May 28th, was the fact that Spinelli was encouraged in his defiance of the organization by Tony and Charles Perreen.

Several hearings were held on these complaints and many witnesses were questioned by the Chairman, but the only proof that the Union witnesses could present was that on Friday after the people in the shops had quit work and before they walked out of the shops, the foreman and assistant foreman told Spinelli not to quit his place. No evidence was presented to show that before the day of the stoppage, any foreman or assistant foreman had encouraged Spinelli not to live up to the rules of the Union. On Friday after the people had quit work, it was right for the foreman or labor manager to tell the man to stay in his place. This was not encouraging him to defy the Union, but it was merely protecting the rights of the employer against people who by quitting work had themselves violated the rules of the union and defied their own organization.

It is important that the employer should see to it that every person he uses in a supervisory capacity shall work in friendly co-operation with the Union and the Shop Chairman. If the Union will present real proof, and not mere suspicions or statements unsupported by evidence, that any person connected with the management has done anything to encourage individual workers to defy the union or anything else to undermine the organization, The Chairman will use all the power that the agreement gives him to discipline the guilty parties and impose the penalties that the offense requires.

But in this case the people who stopped work were the ones who broke the union rules and defied the organization. And the Shop Chairman who did not order them to remain at work as well as the individuals who encouraged them to walk out might be held to be guilty of the charge of undermining the organization. The fact that a stoppage occurred is not questioned and this is both a violation of the agreement and of the rules of the Union

C A S R S N O . 151 & 154

Rosenberg Bros. Co. - Stoppage & Charges against Foremen

Complaint by the employer June 3, complaint by the
Union June 5. Hearings June 7 & 8. Mr. Snyder
for the employer, Mr. Pearson & Mr. Gurel for the
Union.

These two cases are outgrowths of Case No. 149, decided
on June 1. The employer now files complaints against the
workers in shops 1, 2, 4 and 7, claiming that they stopped
work contrary to the agreement, and charges are also made
against certain shop chairman and individuals that they encour-
aged the workers to quit and called them out of the shops.
The Union files a counter complaint charging that the reason
for the excitement and the stoppage that occurred on Friday,
May 28th, was the fact that Spinkoff was encouraged in his
betrayal of the organization by Tony and Charles Foreman.

Several hearings were held on these complaints and many
witnesses were questioned by the Chairman, but the only proof
that the Union witnesses could present was that on Friday after
the people in the shops had quit work and before they walked
out of the shops, the foreman and assistant foreman told
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the rules of the Union. On Friday after the people had quit
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the man to stay in his place. This was not encouraging him
to defy the Union, but it was merely protecting the rights
of the employer against people who by quitting work had them-
selves violated the rules of the Union and defied their own
organization.

It is important that the employer should see to it that
every person he uses in a supervisory capacity shall work in
friendly co-operation with the Union and the Shop Chairman.
If the Union will present real proof, and not mere suspicions
or statements unsupported by evidence, that any person connected
with the management has done anything to encourage individual
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ones who broke the union rules and defied the organization.
And the Shop Chairman who did not order them to remain at work
as well as the individuals who encouraged them to walk out
might be held to be guilty of the charge of undermining the
organization. The fact that a stoppage occurred is not question-
ed and this is both a violation of the agreement and of the rules
of the Union.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E S N O. 151 & 154 (page 2)

If the workers in the shop felt that one of their number was being encouraged by foremen to defy the Union, the Agreement provides a method of filing charges and proving their accusations, so that proper redress for their grievance can be secured. The constitution of the Union also provides that the workers should not quit work over any difference with the employer unless ordered to do so by a vote of the Union.

The Chairman finds, therefore, that as a matter of fact the Shop Chairman and others who caused the stoppage on May 28th were guilty of the same offense that they charge against Spinelli. He was compelled to pay a fine, and those who caused the stoppage deserve similar discipline. The people in the shop who like sheep follow irresponsible men who call them out instead of inquiring by what authority they are asked to quit work also deserve to be disciplined.

Considering that the agreement between the Union, and the manufacturers is about to expire and negotiations are under way for a new agreement, the Chairman deems it best to leave this discipline entirely to the discretion of the Union. Because it is possible that individual members and Shop Chairmen may not be fully aware of the obligations and duties which the agreement made by the Union and the constitution of the Union imposes on the membership, the decision in this case confines itself to giving due notice and warning to all members and to all shop chairmen that hereafter no one who violates any union rules or agreement provisions and thereby causes injury either to other members of the Union or to the employers will be permitted to go without punishment. The Chairman will deem it his duty after this plain warning is given, to impose proper penalties on every worker who takes part in a stoppage, and he will approve the discharge of any shop chairman or other individual who causes a stoppage. Shop Chairmen who fail to exert any effort to keep their people at work pending the adjustment of grievances will be deemed to have encouraged the stoppage and will therefore be subject to removal.

Wm. M. Leiserson

CHAIRMAN

Dated June 25, 1920

CASE NO. 151 & 152 (page 2)

1. The workers in the shop felt that one of their number was being encouraged by someone to defy the Union. The person was provided a method of filing charges and proving their accusations. The constitution of the Union also provides that the workers should not quit over any difference with the employer unless ordered to do so by a vote of the shop.

The Chairman finds, therefore, that as a matter of fact the Shop Chairman and others who caused the stoppage on May 22, 1930 were guilty of the same offense that they charge against Spinnelli. He was compelled to pay a fine, and those who caused the stoppage were given similar discipline. The people in the shop who like shop action irresponsible men who call them out instead of insisting by what authority they are asked to quit work also deserve to be disciplined.

Conceding that the agreement between the Union and the employer is subject to change and negotiations are under way for a new agreement, the Chairman feels it best to leave this discipline entirely to the discretion of the Union. Because it is possible that individual members and Shop Chairman may not be fully aware of the obligations and duties which the agreement made by the Union and the constitution of the Union impose on the membership, the decision in this case confines itself to giving due notice and warning to all members and to all shop chairmen that hereafter no one who violates any union rules or agreement provisions and thereby causes injury either to other members of the Union or to the employers will be permitted to go without punishment. The Chairman will deem it his duty after this plain warning is given, to impose proper penalties on every worker who takes part in a stoppage, and he will approve the discipline of any shop chairman or other individual who causes a stoppage. Shop chairmen who fail to exert any effort to keep their people at work pending the adjustment of grievances will be deemed to have encouraged the stoppage and will therefore be subject to removal.

Wm. M. Leiserson

CHAIRMAN

Dated June 25, 1930

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY,

C A S E N O. 156

HICKEY FREEMAN CO. -- RATE FOR SLEEVE SEWING

Complaint entered by the Union on June 7, 1920.
Hearing on June 8. Mr. Rauber for the employer,
Mr. Pearlman for the Union.

The complaint in this case is that "a sleeve sewer.....after submitting himself to a time study by the firm, was told of a piece price that he was to get, which was agreeable to him...(but) after a short time his price was reduced."

It seems that the sleeve sewer in question is receiving 18 cts. for sewing in plain sleeves on overcoats and 20 cents for split sleeves. He was told by the person who made the time study that at the speed he was working the test showed the following prices would be necessary to maintain his customary earnings: 20 cents for plain sleeves, 22 cents for split sleeves and 24 cents for raglan sleeves. He never actually received these prices, however, for the labor manager contended that he had not been working at his normal pace but had deliberately slowed down when the test was made. He has been paid 18 and 20 cents, and at these rates has made \$55 and \$60 in 44 hours.

Considering that the rates of 18 and 20 cents are higher than most sleeve sewers in the market get, and that at these rates the sleeve sewer has been earning \$55 and \$60 a week, it is evident that he must have been working slower than his normal gait, when the test was made, he can not expect to get 20, 22 and 24 cents. for this would favor him as compared with all the other sleeve sewers in the market and enable him to earn more than any of these are earning.

It is therefore held that the rate of 18 and 20 cents which the sleeve sewer has been receiving are adequate and he can not justly claim any higher rates.

Dated June 25th, 1920.

William M. Leiserson,
CHAIRMAN.

HICKY FREEMAN CO. -- RATE FOR SLEEVE SEWING

Complaint entered by the Union on June 7, 1930.
Hearing on June 8, Mr. Bender for the employer,
Mr. Pearlman for the Union.

The complaint in this case is that "a sleeve sewer... after submitting himself to a time study by the firm, was told of a piece price that he was to get, which was agreeable to him... (but) after a short time his price was reduced."

It seems that the sleeve sewer in question is receiving 18 cts. for sewing in plain sleeves or overcoats and 20 cents for split sleeves. He was told by the person who made the time study that at the speed he was working the test showed the following prices would be necessary to maintain his customary earnings: 20 cents for plain sleeves, 22 cents for split sleeves and 24 cents for rayon sleeves. He never actually received these prices, however, for the labor manager contended that he had not been working at his normal pace but had deliberately slowed down when the test was made. He has been paid 18 and 20 cents, and at these rates has made \$55 and \$60 in 44 hours.

Considering that the rates of 18 and 20 cents are higher than most sleeve sewers in the market get, and that at these rates the sleeve sewer has been earning \$55 and \$60 a week, it is evident that he must have been working slower than his normal rate, when the test was made, he can not expect to get 20, 22 and 24 cents. For this would favor him as compared with all the other sleeve sewers in the market and enable him to earn more than any of these are earning.

It is therefore held that the rate of 18 and 20 cents which the sleeve sewer has been receiving are adequate and he can not justly claim any higher rates.

William M. Peterson,
CHAIRMAN.

Dated June 25th, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E N O. 158

ROSENBERG BROS. & CO -- RATE FOR POCKET.

Complaint jointly submitted on June 9, 1920.
Hearing on June 16. Oral decision June 18.
Mr. Licastro for the Union. Mr. Merkel for
the employer. Investigating committee: for
the Union Chas. Kasdin and Sam Zweig; for
the employers Louise Coulton and I. Myers.

The Chairman is asked to fix a piece rate for making pockets on a new model, the Rodin Light Weight overcoat, containing two fancy welt pockets. The employer, on the basis of a time study, offered the pocket makers 41 cents. The men refused to accept this, and they asked 50 cents. A committee representing both parties was appointed to investigate the matter, and the Union representatives on the committee reported that 50 cents would be fair while the employer's representatives insisted that the operation was not worth more than 41 cents.

It is settled that in fixing a rate as in the present case, the principle to be followed is that the men should be able to earn as much per hour on the new work as they have been earning on their other work. Both parties agreed to this, but they differed widely as to the exact rate that would enable the pocket makers in the section to maintain their customary earnings. The case is further complicated by the fact that only two of the pocket makers in this section know how to make these pockets, the others would have to learn.

To settle the last question first, it is plain that whatever rate is fixed it must be based on the assumption that the men know how to make the pockets. Justice requires that all the pocket makers in the section should be able to maintain their customary earnings if they work on these pockets, yet it would not be fair to fix a rate on the basis of the output of men who do not know how to do the work. The rate should therefore be fixed on the basis of the work of the men who do know how to make the pockets, and the others should be paid at their usual hourly rate of earnings during a reasonable period required to learn how to make these pockets.

A. time study of the work done on these pockets by one of the men who is familiar with the work was submitted by the labor manager to justify his offer of 41 cents for the operation. This was criticized by the union representatives on various grounds, and some of the criticisms are apparently justified. In the first place no consideration was given to the fact that twice during the operation the work has to be laid aside and begun again, once to have the welt pressed and a second time to have an inside piece of lining felled. Then the total allowance for the rest and delays was only ten percent, and the justification for this was not clear. And finally the earning power of the pocket maker whose work was studied was found to be \$53.71, when the average of 5 weeks were taken, but when the earnings for eight weeks were averaged it was found to be above \$56.00.

ROCHESTER BROS. & CO. -- RATE FOR POCKET.

Complaint jointly submitted on June 9, 1930.
Hearing on June 16. Oral decision June 18.
Mr. Lester for the Union. Mr. Marshall for
the employer. Investigating committee: for
the Union Bros. Knott and Sam Swift; for
the employers Louis Conlon and I. Myers.

The Chairman is asked to fix a piece rate for making pockets
on a new model. The Board has light weight overcoat, containing two
pockets with pockets. The employer, on the basis of a time study,
offered the pocket makers 41 cents. The union refused to accept
this. They asked 50 cents. A committee representing both
parties was appointed to investigate the matter, and the Union
representatives on the committee reported that 50 cents would be
fair while the employer's representatives insisted that the offer-
ation was not worth more than 41 cents.

It is settled that in fixing a rate as in the present case,
the principle to be followed is that the man should be able to earn
as much per hour on the new work as they have been earning on their
other work. Both parties agreed to this, but they differed widely
as to the exact rate that would enable the pocket makers in the
section to maintain their customary earnings. The case is further
complicated by the fact that only two of the pocket makers in this
section know how to make these pockets, the others would have to
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To settle the last question first, it is plain that whatever
rate is fixed it must be based on the assumption that the man knows
how to make the pockets. Justice requires that all the pocket
makers in the section should be able to maintain their customary
earnings if they work on these pockets, yet it would not be fair to
fix a rate on the basis of the output of a man who has just now to
be the work. The rate should therefore be fixed on the basis of
the work of a man who does know how to make the pockets, and the
others should be paid at their usual hourly rate of earnings during
a reasonable period required to learn how to make these pockets.

A time study of the work done on these pockets by one of the
men who is familiar with the work was submitted by the labor
manager to justify his offer of 41 cents for the operation. This
was criticized by the union representatives on various grounds,
and some of the criticisms are apparently justified. In the first
place, no consideration was given to the fact that twice during the
operation the work has to be laid aside and begun again, once to
have the welt pressed and a second time to have an inside piece of
lining fitted. Then the total allowance for the rest and delays
was only ten percent, and the justification for this was not clear.
And finally the earning power of the pocket maker whose work was
studied was found to be \$52.71, when the average of 5 weeks were
taken, but when the earnings for eight weeks were averaged it was
found to be above \$56.00.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY #2

C A S E N O. 1 5 8 (cont.)

Making proper allowances for the modifications of the time study which these criticisms make necessary, the Chairman is convinced that a rate of 45 cents would be ample to enable the pocket makers to maintain their normal earnings when working on these pockets. The piece price is therefore fixed at 45 cents per coat.

William M. Leiserson

CHAIRMAN.

Dated June 22, 1920.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY #2

C A S E N O . 1 5 8 (cont.)

Making proper allowance for the necessities of the time
study which these criticisms make necessary. The Chairman is con-
vinced that a rate of 45 cents would be ample to enable the pocket
makers to maintain their normal earnings when working on these
pockets. The piece price is therefore fixed at 45 cents per cent.

William M. Johnston

CHAIRMAN.

Dated June 22, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E N O. 159

HERSHBERG & CO. -- DISCHARGED CUTTER.

Complaint by the Union on June 15, 1920. Hearing June 16, 1920. Mr. Pearlman and Mr. Higginson for the Union Mr. Hershberg and Mr. Corcoran for the employers.

Emil Schoenherr, a cutter who has been employed by this firm for more than a year was discharged on the ground of incompetency. He asks reinstatement, contending that his work now is no worse than it was after he had worked his two weeks' probationary period when the forman considered him satisfactory.

It appears that the cutter is an elderly man who is known to be slow and whose wages were fixed in a previous decision at \$6.00 below the scale. The employer contends that it might have paid him to employ this man at the lower wages and given him the additional supervision necessary to overcome his deficiency but since his wages have been increased they expect more of him. In addition the firm considers it better policy now to employ a good cutter and pay him the scale instead of keeping this man at less than the scale. Finally the charge is made that the man is so much more inefficient than the \$6.00 difference between his wages and the scale that they could not keep him. The Union representative argued that the employer of his own volition hired this old and slow man, and after it found him satisfactory for many months it can not suddenly dismiss him. It is admitted that he makes mistakes, but all cutters do that, and he is receiving less money than the others. The fact that he was kept by the firm for more than a year, it is argued, shows that the man is not so incompetent as to justify his discharge.

If the employer thought it good policy a year ago to hire this elderly and slow cutter, it can not, without doing injustice to the man, change its policy during a time when work is slack and a cutter of this kind would find it almost impossible to earn a living.

Nothing in the evidence presented at the hearing proved that the man is any worse now than he was six months ago when the employer considered him satisfactory. If he has made many costly mistakes of late as is charged, conclusive evidence of this fact must be established, and before discharge can be justified it must appear that the lower wages he receives do not make up for his deficiencies.

The employer being unable to produce the goods which the man had cut wrong, it is ordered that he be reinstated on probation until a competent committee of cutters representing both parties can examine his work and determine if he is so inefficient that the employer is justified in discharging him. Since the cutter has admitted that he made some mistakes which caused the discharge, he should receive no pay for the time he lost and this should serve as a warning to impress upon him that he is on probation. The firm will lay aside any work done by him hereafter which it considers unsatisfactory until a committee can be sent to examine it and determine the facts for the Chairman.

Dated June 17, 1920.

William M. Leiserson

CHAIRMAN

HERRSHBERG & CO. -- DISCHARGED CUTTER.

Complaint by the Union on June 15, 1930. Hearing June 16, 1930. Mr. Herrshberg and Mr. Higginson for the Union. Mr. Herrshberg and Mr. Corcoran for the employers.

Emil Schoenherz, a cutter who has been employed by this firm for more than a year was discharged on the ground of incompetency. He asks reinstatement, contending that his work now is no worse than it was after he had worked his two weeks' probationary period when the former considered him satisfactory.

It appears that the cutter is an elderly man who is known to be slow and whose wages were fixed in a previous decision at \$6.00 below the scale. The employer contends that it might have paid him to employ this man at the lower wages and given him the satisfaction of supervision necessary to overcome his incompetency but since his wages have been increased they expect more of him. In addition the firm considers it better policy now to employ a good cutter and pay him the scale instead of keeping this man at less than the scale. Finally the charge is made that the man is as much more inefficient than the \$6.00 difference between his wages and the scale that they could not keep him. The Union representative argued that the employer of his own volition hired this old and slow man, and after it found him satisfactory for many months it can not suddenly dismiss him. It is admitted that he makes mistakes, but all cutters do that, and he is receiving less money than the others. The fact that he was kept by the firm for more than a year, it is argued, shows that the man is not so incompetent as to justify his discharge.

If the employer thought it good policy a year ago to hire this elderly and slow cutter, it can not, without being unjust to the man, change its policy during a time when work is slack and a cutter of this kind would find it almost impossible to earn a living. Nothing in the evidence presented at the hearing proved that the man is any worse now than he was six months ago when the employer considered him satisfactory. If he has made many costly mistakes of late as is charged, competent evidence of this fact must be established, and before discharge can be justified it must appear that the former wages he receives do not make up for his deficiencies.

The employer being unable to produce the goods which the man had cut wrong, it is ordered that he be reinstated on probation until a competent committee of cutters representing both parties can examine his work and determine if he is as inefficient that the employer is justified in discharging him. Since the cutter has admitted that he made some mistakes which caused the discharge, he should receive no pay for the time he lost and this should serve as a warning to impress upon him that he is on probation. The firm will pay aside any work done by him hereafter which it considers satisfactory until a committee can be sent to examine it and determine the facts for the Chairman.

William M. Johnson

Chairman

Dated June 17, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

C A S E N O. 1 6 1

L. ADLER BROS. & CO. -- DISCHARGED OPERATOR.

Complaint entered by Union on June 23, Hearing June 23. Oral decision same day. Mr. Harmon for the employer, Mr. Pearlman represented the Union.

Daniel Samola, a pocket maker, was discharged on the ground that he was incompetent. The Union contended that if his work was so poor that the firm could not use him it should not have kept him for three months. The labor manager presented evidence to prove that from the beginning this man was found unsatisfactory, but he was changed from one job to another in the attempt to give him a chance, to make good at some operation that he could do. He was hired as a pocket maker at \$41 and could not do satisfactory work. He was then tried at shoulder joining and again at this most of his work had to be ripped and done over. Instructors explained his faults to him and tried to teach him to do the work properly but he shows no improvement.

The testimony at the hearing made it evident that this man had been given every chance possible to make good, and this is the main reason why he has been kept so long and was not immediately discharged. It is good policy to give workers every opportunity to show improvement in their work, and if in spite of all such efforts, a man proves incompetent, the fact that he was kept on for three months in order to help him, can not be used as an argument to prove that he was considered satisfactory during this period.

It is established by the evidence that the man cannot do the work for which he is paid, and he therefore was justly discharged. Considering all the circumstances, however, the Chairman is of the opinion that this man should be given another week in which to find other employment.

Wm M. Leiserson

Dated June 25, 1920.

CHAIRMAN

I. ADLER BROS. & CO. -- DISCHARGED OPERATOR

Complaint entered by Union on June 25, 1930. Hearing June 25. Oral decision same day. Mr. Hartman for the employer, Mr. Pearson represented the Union.

Benjamin Gamols, a pocket maker, was discharged on the ground that he was incompetent. The Union contended that if his work was so poor that the Union could not use him it should not have kept him for three months. The labor manager presented evidence to prove that from the beginning he was found unsatisfactory, but he was changed from one job to another in the attempt to give him a chance to make good at some operation that he could do. He was hired as a pocket maker at \$41 and could not do satisfactory work. He was then tried at shoulder joining and again at this most of his work had to be ripped and done over. Testimony explained his failure to him and tried to teach him to do the work properly but he shows no improvement.

The testimony at the hearing made it evident that this man had been given every chance possible to make good and this is the main reason why he has been kept so long and was not immediately discharged. It is good policy to give workers every opportunity to show improvement in their work, and in spite of all such efforts, a man proves incompetent, the fact that he was kept on for three months in order to help him, can not be used as an argument to prove that he was considered satisfactory during this period.

It is established by the evidence that the man cannot do the work for which he is paid, and he therefore was justly discharged. Considering all the circumstances, however, the Chairman is of the opinion that this man should be given another week in which to find other employment.

Wm. M. Pearson

CHAIRMAN

Dated June 25, 1930.

LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY.

CASE NO. 164

LESSER COHEN -- CONTRACTOR -- RATES FOR POCKET MAKING

Complaint entered by the Union, June 26, 1920.
Hearing on June 28. Mr. Jannower appeared for
the employer. Mr. Kaufman represented the Union.
Investigating committee, Messrs. Myers, Gallin,
Peters, and Rubin. Oral decision, June 30.

The question to be decided in this case is a proper
rate for two bottom patch pockets with flaps and with a
cash pocket included when the price of 4 patch pockets
with flaps is 60¢

A committee representing both parties agreed upon 37¢
as the proper price, and this rate is approved.

Dated July 10, 1920.

William M. Leiserson

CHAIRMAN

CASE NO. 164

LESSER COHEN -- CONTRACTOR -- RATES FOR POCKET MAKING

Complaint entered by the Union, June 26, 1920.
Hearing on June 28. Mr. Lannow appeared for
the employer. Mr. Lawman represented the Union.
Investigating committee, Messrs. Myers, Galin,
Peterson, and Rubin. Oral decision, June 30.

The question to be decided in this case is a proper
rate for two bottom patch pockets with flaps and with a
each pocket included when the price of 4 patch pockets
with flaps is 60¢

A committee representing both parties agreed upon 37¢
as the proper price, and this rate is approved.

William M. Peterson

Dated July 10, 1920.

CHAIRMAN