January 9, 1919.

HOLDING FOR INVESTIGATION.

To all Superintendents:

"If the worker wishes to have work held for investigation in any department he shall first call over the shop chairman who shall examine the work".

Cases can arise only where your assistants or examiners have rejected work made under piece-rate specifications. All the defects for which the work was rejected should be plainly chalked. If the worker requests work to be held for investigation, he should not be allowed to do any more work until the chairman of the shop has been called by him and made "formal demand" to hold the work. This formal demand means a definite statement of the reason why he asserts that the company must accept the work as it is. If the work does not conform to the specification or if it is not executed properly, the chairman should be shown. If he insists that the company is wrong in rejecting the work, then he may select one garment from the lot or more if the superintendent judges that more is needed for a "fair investigation" of the point at issue. The worker shall fix all other rejected coats and may not ask for any further holding for investigation until the issue is decided.

The superintendent shall then hold that garment until the close of the next business day unless instructed otherwise by the deputy for the company. If nothing is done in the meantime he shall then, after three days are up, order the worker to fix the garment; if he refuses he should be suspended immediately.

If the deputies come to the factory for investigation, the examiner who rejected the coat shall point out the defects. If the deputies agree that he is wrong, the superintendent should report the fact at once to the quality superintendent and issue appropriate instructions to the examiner. If the deputy for the union endorses the claim of the shop chairman that the work is according to contract and specification and not defective, the deputy for the company shall then take charge of the garment for further action at the Trade Board.

If the worker fails to establish his claim with his deputy or the Trade Board, the issue shall be considered as settled and he may not raise the same issue a second time. If he attempts to do so and refuses to fix the garment when requested it is evident that his intention is to abuse the principle and evade his proper duty and he shall be suspended if he persists.

EARL DEAN HOWARD.
Petition by the company for the reinstatement of S. Baron, corner presser, Factory K-3.

Baron was suspended some days ago in connection with an order from the examiner to repair work which Baron asked to be held for investigation.

The facts in the case are these:

One day the examiner brought to Baron three pair of trousers to be bushelled. Baron bushelled two of them and requested that the third be held for investigation. The next day the examiner brought to him again a lot of four or five pair which Baron refused to bushel, and asked to have them held for investigation. His shop chairman confirmed both of these requests. Upon his refusal to bushel the lot or four or five the superintendent suspended him, holding that he was not entitled to keep more than one garment for investigation.

The people contend that this action by the superintendent is contrary to the ruling of the Board of Arbitration which they cite as follows:

"If the worker wishes to have work held for investigation in any department he shall first call over the shop chairman who shall examine the work. If he approves the request of the worker he shall make formal demand of the foreman or superintendent to hold the work for investigation.

He shall limit himself to one garment, unless it is clear that it is not enough for a representation; then he shall hold the least number consistent with needs of a fair investigation. In no case shall the garment from a rush lot be held". (From decision by the chairman of the Board of Arbitration of Oct. 11, 1917, in case 370).

The people held that this gave their shop chairman the authority to hold out the lot of four or five as additional evidence and that the suspending of the worker was an abuse of power by the company. They ask for the reinstatement of the man with back pay for the time lost by his suspension.

The company on its part interprets the ruling of the board of arbitration to limit their request for investigation to one garment only and that if more garments are to be held they can only be held at the will of the superintendent.
Having regard to the language of the ruling, it seems to the Trade Board that the people are given the right to make a selection of more than one garment when the shop chairman believes that it is necessary. The language of the ruling seems to the Trade Board to be clear on this point and therefore it agrees with the people that the company went beyond its authority in suspending Baron, and accordingly, orders his reinstatement with back pay.

In making this ruling the Trade Board recognizes that there may be some merit to the company's contention that unless some limitation were laid upon the power of the shop chairman in the selection of evidence, work could be held up in the factories. At present there is no evidence before the board that this has been the case.

James Hallenbeck, Chairman
Trade Board.
Petition by the people for reinstatement of Sam Baron.

Baron was suspended for refusal to boshel certain trousers that he desired to be held for investigation.

A note reviewing the evidence and arguments will be prepared later.

In the meantime the Trade Board orders the reinstatement of Baron with back pay for period of suspension.

James Mullerbach.
"This case is brought by Mr. Spitzer on behalf of the late Mr. Rothbart, shop chairman in Factory K. Mr. Rothbart relied upon his office of shop chairman and Trade Board member as giving him immunity from suspension. Under the interpretation of the agreement which I have always made, Mr. Rothbart is not immune from suspension for breaches of discipline and misconduct. The clause in the agreement reads as follows:

'Complaint against members of the Trade Board as workmen are to be made by the foremen to the Trade Board'.

In this case the suspension was made by Mr. Farkas because of disturbance which he raised in the shop and because he ordered Mr. Farkas to get out of the section.

It is agreed by the two deputies that in case my interpretation of the language of the agreement is in error that Mr. Rothbart shall receive back pay for the two days during which he was suspended. My interpretation of the clause is based on my knowledge of the intention of the framers of the agreement, when the Trade Board was created. The words 'as workmen' were put in advisedly, and would be entirely superfluous if they did not mean that the suspensions could not be made for workmanship.

E. D. Howard.

This case really turns upon the interpretation of the agreement, and is accordingly, referred to the Board of Arbitration for attention and adjudication.

James Mullenbach.
Chicago, March 2, 1917.

Mr. J. E. Williams,

My dear Mr. Williams:

In the cutting room we have a group of examiners who look at the finished bundles before they are sent to the tailor shop, in order to prevent any shortages arising thru mistakes of the cutters, or otherwise. It has been our policy to promote cutters to this function, but, at the same time, to provide that they shall not in any way be put in a position of personally criticising any cutters; they report their findings to the superintendent of the cutting room.

These examiners who are members of the cutters' union have come to me with very much concern on account of a rule which they say the union has passed which will deprive them of their union membership, and which may if it is enforced against them, if they do not succeed as examiner, they fear they may lose their employment with Hart Schaffner & Marx.

I have reassured them by reference to paragraph, heading, UNION MEMBERSHIP, Page 16, and have told them that while the matter has not been to the board of arbitration, yet I can hardly see how they can lose their employment as cutters for Hart Schaffner & Marx no matter what the union may do.

I am sure you will agree with me that the matter ought to be definitely settled so that there need be no false hopes nor misapprehensions created, and I will therefore ask that the chairman make a rule that under the agreement men who are temporarily promoted to be examiners may resume their old positions as cutters without any disqualifications, and that the provision requiring "the door of the union be kept open" shall give them the right to reinstatement in the union whenever they resume work at the cutters' board. This is, of course, providing that the Board of Arbitration interprets the agreement as I do.

E. D. HOWARD.
March 29, 1917.

Professor E. D. Howard,
Labor Department,
Hart Schaffner & Marx,
Chicago, Illinois.

Dear Mr. Howard:

I have had your communication about examiners in the cutting room under consideration, and while not desiring to decide the matter conclusively in advance of an official hearing of a concrete case, I have formed an opinion which will probably influence my decision when such a case arises, unless changed by valid argument.

I feel that the union should not allow its power to control its own membership to be used to exclude a member because he has been made examiner or foreman, in case he wishes to resume his position as cutter. No offense that would not debar him from membership if performed while a cutter should exclude him if performed while a foreman or examiner.

Prejudice or dislike of a man on account of his promotion should not operate to deprive him of his opportunity of occupation. It ought not to be necessary to call the attention of union men to the need of protecting a worker from unjust "firing".

Yours respectfully,

J. E. WILLIAMS.
Petition to the Trade Board:

"One day last week the superintendent of the cutting room had given some trousers ends to be cut in the usual way. Mr. Chlin, the union representative, ordered the cutter, H. Lessman, to disobey the order and refuse to make the work.

Up to six months ago the piece goods was entirely cut up with the lot. At that time it was decided not to get extra garments but to turn in the ends. When accumulation was made these ends were given to the cutters to pile up and cut into trousers by cutting machine.

Apparently, the union official wished to force the company to cut these ends single, providing a much larger amount of work in general for the cutters. We request that the Trade Board take note of this abuse of authority of shop chairman and discipline him.

E. D. HOWARD"

As outlined above, this case arose in connection with the piling up of several kinds of cloth in the cutting room. Over against the contention of the company, the people make the following statement: that this matter of piling ups of different goods arose in the cutting room about six months ago when a similar lot of trousers ends were sent down to be cut; that at that time, Mr. Kroll took up the question with Mr. Kirsh and, he claims, agreed to let these trousers ends be cut without protest provided no more were sent down. Since that time three or four other lots have come down and been cut. Mr. Kroll contends that there was finally a clear understanding between him and the superintendent that no more of these lots were to be cut; that, consequently, when these lots came in Mr. Chlin, as he could not secure the consent of the management, to cut them singly as they had been done hitherto, ordered the men not to cut them. The people also contend that at the time when the agreement was drawn up in 1916 there was an understanding between the company and the union that no pile ups of different goods was to take place, altho it was not written in the agreement.

The company on its part states that up to six or seven months ago there were no pile ups of trousers ends of different class goods, but that they had sold these trousers ends at a low figure because they expected to have them cut up 12 high, altho it appears that the average pile up is only about 4 1/2. The company also refuses to accept the statement of the people regarding any memorandum private arrangement which does not appear in the written agreement.

After hearing the evidence and arguments, the Trade Board is of the opinion that Chlin had no authority to countermand the orders of the superintendent but should have brought his complaint in the regular channels, if he thought that the company was violating the agreement. At the same time, it seems to be
equally clear that the proposal of the company to cut these pile ups and trousers ends is an innovation and ought not be inaugurated without the consent of the people. It is the judgment of the Trade Board that inasmuch as these trousers ends had been contracted for they should be cut on the basis proposed by the company, but there should be no repetition of this method of cutting unless it is arranged for by agreement by the people or thru some decision of the Board of Arbitration.

JAMES MULLENBACH.
James Mullenberger
Petition to the Trade Board.

One day last week the superintendent of the cutting room had given some trousers ends to be cut in the usual way. Mr. Chlin, the union representative, ordered the cutter, H. Lessman, to disobey the order and refuse to make the work.

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Apparently, the union official wished to force the company to cut these ends single providing a much larger amount of work in general for the cutters. We request that the Trade Board take note of this abuse of authority of shop chairman and discipline him.

E. D. HOWARD.
Hart Schaffner & Marx  
Good Clothes Makers  

May 12-19

Prof. Howard:

I would like to know if there is some way of getting a ruling or test made, whereby our assemblers on Special Orders as well as wholesale could be made to turn out a fair day's work. At present the men are assembling from 5 to 8 specials an hour, and half as much wholesale lots as they ought to and even less.

On Thursday May 1st when the trimmers were not working, I had Mr. Krause, the Foreman in the assembling section assemble some specials to get a good idea of what could and should be done. He worked at it in a way that he considered a man should work to turn out a fair day's work, and it amounted to 26 specials in 35 minutes. This will give you an idea of what can be done.

We have one man by the name of Mr. Neuhauser whom they consider a non-union man, but he came to us on requisition from Mr. Kissman and is supposed to belong to Local 39. He turns out about 10 or 11 specials per hour, and he told me confidentially that he can do more, but is restricted from doing so and cannot help himself, as he puts it, "I am in wrong with the Union to some extent now", and he doesn't want his name mentioned, as he has been promised a Shop Trimmer's position as soon as we get busy. He did that work before in one of our shops.
There also seems to be an understanding about the cutting of Special Orders as well as wholesale body linings. As near as I have been able to learn they figure on about 2 1/2 to 3 cuts of specials and wholesale body linings per hour, when in fact they could do pretty close to twice that amount, and all other sections of the Trimming Dept. are in like ratio to the above. We have a few lining cutters who are exceptions to the above rule, but I get reports of restriction of output almost every day.

Respectfully,

O.F. Pettersen.
Supplementary note to discharge and reinstatement of Rosenberg, a trimmer.

Rosenberg was suspended because he refused to obey orders. He was ordered to cut a lay of vest linings 50 high. The lay linings were of satin and were to be cut out exactly to fit the pattern. Rosenberg refused to cut the lay under instruction from shop chairman who had objected to the foreman against requirement to cut lay on the ground that it was an innovation in trimming room and that lining cutting of this kind had never been done in the trimming room.

The company claims that Rosenberg should have gone ahead with the lay and then brought complaint but that he should not have disobeyed the foreman's orders; that while the character of the cutting has not hitherto been done on vest linings, it has been done on sleeve linings of same grade of goods, that therefore it is not actually an innovation or change of standard as contemplated in the ruling of the Board of Arbitration of Feb. 25, 1919 in Case #361.

The people contend that "pile ups" and cutting of vest linings in the manner required by the company has never been done in trimming room and marks a departure from the customary standards of cutting vest linings; that hitherto they have been "blocked out" and the linings are cut and fitted in the vest shops; that the change is involved with work of trimmers in the vest shops; that in keeping with the ruling of the Board of Arbitration, the company should have taken up the question of the change with the people and if no adjustment could be made, then bring it to the Trade Board; that the action of the company in forcing obedience to the order was directly contrary to this ruling and the people were warranted in not observing it.

After hearing the statements it seemed to the Trade Board that the change in the work was of sufficient importance to warrant the procedure outlined in the ruling of the Board of Arbitration and the Trade Board ordered reinstatement with back pay. The actual merit of the case whether the cutting of the vest linings as desired by the company is feasible will be taken up by Trade Board later, unless satisfactory arrangement can be made with people in the meanwhile.

James Mullenbach.
May 26, 1919.

Prof. Howard:

Owing to the shortage of different kinds of Trimming material, production has to some extent been curtailed. This, added to the restriction of output which is more evident since the signing up of agreements with the other houses, has created a shortage of trimmed garments for the shops to such a degree that it became apparent to Mr. J. Block and myself that it would be necessary to work overtime on Saturday afternoon. As a rule whenever it is possible we notify the men we are going to work overtime the day before, but in this instance we were not able to do so on account of the shortage of Inside Vest Linings, Silesia, and M4A Goat and Vest Lining, which did not come in until Saturday morning.

The M4A Lining arrived about 11:30 A.M. Saturday, so they were not notified until 11:35, and it was explained to the Shop Stewards how important it was to get some work out of the shops, together with the reason the men could not be notified any sooner. From all appearances the majority of the men were willing to stay, and were told by the foremen to stay, but the Shop Stewards evidently ordered them not to stay.

I spoke to one or two who had business or other matters to attend to, and they said they would stay anyway; one said he would stay until 4:00 P.M.; others were angry because they were not allowed to stay.

It seems as if the Shop Steward based the right of the men to refuse to work on a resolution they claim was passed at the last meeting, not to work overtime unless properly notified beforehand.

I think this matter of overtime ought to be settled one way or another. We have always had the right to tell the men to work overtime and have always considered a legitimate excuse from a man who was unable to comply with our request to work. I was informed by Mr. Graff that Mr. Giskovsky of the Undercollar Department was told that he should not or would not be allowed to work.

I believe that the power granted the Shop Steward is being abused, and that this should be taken up with the Trade Board or some one who has the authority to censor or curtail such action, or mete out some sort of punishment to suit.

We notified all Sections to work and not one man came back in the afternoon.

C.F. Petersen

Copy to Mr. A.M. Levy
Dear Mr. Wilson,

I am writing to express my sincere thanks for your kind donation of $100 towards the construction of the new community center.

Your generosity has made a significant impact on our project, and we are so grateful for your support. With your contribution, we are one step closer to realizing our vision of a safe and vibrant community space for our neighbors.

Please accept my deepest gratitude for your kindness and generosity. Your support means the world to us, and we will ensure that the community center is a place where everyone can come together and thrive.

Thank you once again for your support.

Sincerely,

[Your Name]
6/11/19

Professor Howard:

Mr. P. Bronesky (a cutter) left the building last evening at 5:50 p.m. with 48 other cutters working on the 11th floor. Mr. Bronesky bought a newspaper at the door, walked north about fifty feet on Franklin Street, and while looking over the head lines of the paper, he suddenly was struck in the face by some person or persons. As to who the people were he is unable to say, because it happened so suddenly, and he evidently lost consciousness. When Mr. Bronesky revived, a police officer was assisting him to his feet, who conducted him to the emergency hospital in the Chicago Examiner's Building. Mr. Bronesky has three bad bruises on his face and the officer claims the bruises must have been inflicted with brass knuckles. Bronesky also has two teeth loosened.

A. Kirsch.
Mr. P. Kennedy (a notice left)

The picture just mentioned is 50 x 50 cm. with 50 cm. of at least 1 cm. each. Over the cut-out, the picture will be painted a number of the room. The free-standing picture, standing in the room, will be cut out over the top layer of the table, with some kind of a receptor in the face of the room. The book may be used to add to the book, even if it is already complete. It may be necessary to pass some if happening to anybody.

W.G.,

A. Kinsley
CASE 589.

Complaint by the people that the company has placed girls in the canvas department while union men are laid off.

Some weeks ago the company placed several girls in this department. It does not appear that any union men were laid off from the department.

The people contend that the company before employing the girls should have made requisition on the union for help. The company on its part contends that boys have hitherto been employed in this section; that they will not now stay permanently in it; that girls are steadier and better workers; that the work is clerical and not trimmers work; that they always have hired help for this section thru the employment department and not thru requisition on the union; that the Board of Arbitration by a decision gave the right to place girls in this department.

The decision of the Board of Arbitration in the case of the jack department did give the company authority to hire girls for that department when necessary, but the decision also contained the following ruling:

"It is understood the company shall continue to observe the provision of the agreement requiring the company to first make a requisition on the union when needing help and only in case of failure to be supplied to exercise the right to seek elsewhere for workers"

Altho this decision referred to the jack department it may be assumed that a similar ruling would be made for the canvas department.

In any event the Board by its former ruling requires the company to make requisition on the union before any outside help is engaged.

believes

The Trade Board states that the order should be effective for the canvas department and that the company is required to make requisition thru the Union when it needs help in the canvas department and that failure to do so and to hire other help, boys or girls, is contrary to the ruling of the Board of Arbitration.

JAMES MULLENBACH.
On behalf of the company, I hereby state that the company has failed to abide by the terms and conditions of the agreement.

The company has repeatedly failed to pay the wages duly earned by the employees as per the agreement. Despite multiple reminders and demands, the company has failed to make the necessary payments.

I hereby inform the government that the company has failed to fulfill its obligations as per the contract.

I request the government to take necessary action to ensure that the company complies with the terms of the agreement.

If the company fails to comply, I reserve the right to seek legal action for the recovery of the dues.

Yours sincerely,

[Name]

Secretary of the Board of Protection
Petition to the Trade Board by the company for discipline of J. Blumberg, shop chairman in cutting room.

The complaint is set forth in following statements:

"Attached are reports from the superintendent of the cutting room describing in detail conduct of shop chairman J. Blumberg, which, if true, show a deliberate violation of the ruling laid down for the conduct of shop chairman.

"This man is a weak-worker and is taking advantage of his illness from discipline by the company to waste a large part of his time in idle-cons under the cloak of union business. As a matter of fact, there is every reason to suspect that activities in this direction are such as to impair the efficiency of the other cutters and restricting output. The record of this cutter's production will be furnished to the Trade Board and to the Cutters' Commission.

"The company asks for prompt relief from this imposition.

E.D. Howard."
To Prof. Howard.

"Saturday Aug. 10th, 1910.

About 1 P.M. Mr. Blumsberg notified Mr. J. Goldberg, foreman, that he was leaving the floor. On my rounds thru the 11th floor, about 9:30 P.M., I noticed that Mr. Blumsberg was not at his table. I asked Mr. Goldberg about it, and he informed me that Mr. Blumsberg had not yet returned. I then went thru the 10th, 9th, 8th, and 7th floors and again came to the 11th. In passing Mr. Blumsberg's table I asked his partner, A. Weisberg, where is Mr. Blumsberg? He answered "I don't know, he left here about 1 P.M. I think he went home." I then went to the time clock to see if his card was punched out, it showed an in punch at 10:20 P.M. I then started thru all the cutting rooms to see if I could find him, and see what he was doing, I met with no success. I again returned to the 11th floor at 3:35 P.M. Mr. Blumsberg was at his board cutting on a log. I asked the foreman then did Blumsberg get back, he said about 10 or 20 minutes ago. Mr. Blumsberg was away from his table just about 21/2 hours. I went to him and asked where he had been, also that I thought he was absent. He answered, "No, I am here, what do you want?" I said I wanted to know where he had been for the last 21/2 hours. He didn't answer at once, just kept on cutting on the he didn't hear me. Finally he said, "That did you want to see me about?" Seeing that he didn't care to answer me directly - the unconcerned way in which he acted, also several cutters were looking at us, and probably expecting a scene, I left his table and walked down the next aisle. He called me as I was leaving, and again said, "What did you want to see me about?" I answered, "nothing now" and went on my way.

A. Birch.
A further record showing Mr. Blumberg's production since he became shop chairman was presented by the company.

"Conduct of J. Blumberg, Shop Chairman Cutter on 11th Floor."

On or about June 10th, 1919, Mr. Jacob Blumberg was made shop chairman in cutting room. Shortly after assuming his position I found it necessary to speak to him about his conduct. His conduct seemed to show a very evident coldness on the different floors at all hours of the day, and staying away from his board for hours at a time without any foreman's knowledge. At first he refused to notify foremen when he wished to leave the floor. At the present time he does notify foremen on leaving his floor, but absolutely refuses to state the nature of the business that causes him to leave his board or floor when asked. Then I would question Mr. Blumberg about his visiting the cutting room, and if anything was wrong in the department his answer would usually be, "I am attending to official business; if anything is wrong I will let you know," or that he would call me when he found it necessary.

On several occasions I tried to reason, and explain to him that he was not acting in the right way, and taking advantage of his official capacity. His answer would be, "I know what my duties as shop chairman are as well as you know yours." At another time I asked him what he was doing on the 6th floor. He said: "I investigate complaints and adjust them. You are not having any trouble with the cutters, or stoppages either since I was chairman. I am doing more good in the cutting room than you imagine."

On Thursday, August 13th, 1919, I was on the 10th floor and saw Mr. Blumberg talking to a cutter, about ten minutes later, I saw him still talking to the same man leaning on his elbow in a very long appearing manner. I came to him and said: "What is the matter, boy?" Mr. Blumberg immediately answered that nothing was the matter that he was acting on official business. Shortly thereafter I was called to the phone. After answering my call, I noticed that Mr. Blumberg had followed and was waiting for me. He said: "Say, I don't want you to be asking me what is the matter, is anything wrong, or what I am doing when you are talking to some one. I want you to understand that when I talk to a cutter it is on official business and not of a personal nature as you may think. When I am talking to a cutter you have no right to ask me what it is about or what I am doing than I have in asking you the same question."
Again, I tried to tell him that he was wrong, but he was very stubborn and positive that he was perfectly right in everything he was doing.

Several foremen have asked me whether Mr. Blumberg was a super being or a walking delegate; even some cutters remember the advantage he was taking.

I charge Mr. Blumberg with soldiering and wasting more time in the cutting room than is necessary. Production records will verify the above statement for the last three weeks.

A. Birch.
The company also presents working record of Blumeberg as follows:

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The company also cited certain examples of cutting losses by ticket as follows:

- Sept. 19: 6 cute took 50.30 hours
- " 19: 1 single cute took 15 hours
- " 28: 4 cute took 17 hours

Two questions came up in this case:

1. What is meant by clause in agreement "when necessary for the shop representative to leave his place to investigate complaints the foremen say, if he deems it necessary ask to be informed of the purpose of his movement, and the representative shall comply with his request."

In case 3077 the Trade Board made following interpretation of this clause: "It should not be necessary for the shop chairman to go into detail but enough information should be given to satisfy the foreman that the visit is a proper one and not for private business."

The union now protests against being required to give any account of the nature of the complaint that the chairman may or may be investigating, that to give the company's official the right to force a disclosure of the complaint before the people are ready to take it up with the company would be a serious interference with freedom of the union official, and would place the company in position of advantage in checking investigations and belying the union in collecting evidence."
The company on the other hand contends that they have every reason to know when a complaint is taken up by shop chairman and that the complaint is about, as they are as much interested as the union in settling the complaints, and that it would provide an effective and necessary check upon the shop chairman who was disposed to abuse the privileges of his office.

On this point the Trade Board is of the opinion that shop chairman who are careful and competent, and interested to maintain good relations with the management will seek to meet the request of the foreman as to purpose of any investigation, by giving reasonable information as to purpose of the investigation. At the same time there will be cases where in his opinion information ought to be withheld and in these he will naturally protect the interests of his people. It seems to the Trade Board that no absolute rule can be laid down in this matter. The interest of the union, and indeed of the company, is that the avenues for complaint should be kept open and uncensored. It is to the interest of the company of course that union representatives should not abuse the power placed in their hands. The Trade Board is of the opinion that the company will be given a sufficient check on the activities of the chairman, if they are able to keep record of his complaints and investigations and the loss of time thereby.

3. The second question arising in this case is the question of discipline in case of J. Blumberg, the shop chairman.

The charges against Blumberg and the evidence are cited above.

The Trade Board, after considering the evidence, is unable to find any excuse of automation for the excessive losses of time indicated in the above record. They are so unusual as to be absolutely outside of those that have ever come to the Trade Board in its observation of cutting shop records. The Trade Board is constrained to believe that Mr. Blumberg is either very ineffective as a shop chairman or that he has deliberately wasted time. In either event the Trade Board questions whether the union should not take steps as early as possible to provide a substitute for Mr. Blumberg. The Trade Board does not enter any order in this case but desires that the union should carefully consider its responsibility in a case of this kind. Immeasur
as the office of chairman is one of power and freedom it is necessary for the union to keep responsible check on its own officials. The Trade Board is confident that self government in industry is feasible and practical and cases of this kind are tests as to whether it is feasible and practicable.

The Trade Board therefore refer the case to the union for its respectful consideration and action.

James Hullenbach.
The union complains that its complaints are not receiving proper attention as the deputy of the company does not seem to have authority or does not take any responsibility for making adjustments with the deputy of the union.

The union claims that the deputy of the company acts only as an investigator and appears not to be empowered to make adjustments with deputy of union, as the latter's suggestions are neither accepted nor rejected but are always postponed and delayed so that no settlement is arrived at and the complaint files and the docket become aged.

The company sets forth that there is nothing in the agreement compelling their deputy to make adjustments with the union deputy; that it has been their experience that supplementary inquiry is many times necessary beyond the preliminary investigation of the two deputies and that the deputy of the union frequently makes snap judgments and is resentful when they are not accepted by the company's deputy.

On this general question the Trade Board desires to point out how difficult it is to define the conduct and spirit that should characterize the relations of the deputies. That relation is largely a personal one and has consequently all of the peculiar advantages and disadvantages of such a relationship. This aspect has frequently been cemented on by the Board of Arbitration.

On this occasion, the Trade Board desires to outline what it considers should be the procedure when deputies take up cases.

The agreement provides that it is always assumed that each deputy is authorized by his respective principal to represent then with authority to investigate and adjust complaints that they may take up together. See pages 8 and 7. They are to make an "earnest endeavor to reach a settlement," while they cannot by the terms of this agreement or perhaps any agreement, be compelled to agree, it is expected that some adjustments will be made, and hitherto many have been made between the deputies.

If it should happen that the two deputies cannot agree, it is expected that they will report to their chief deputies who will then come together about the complaint and if possible reach a settlement; or failing in this, refer it to the Trade Board.

It is to the interest of all parties and to the smooth operation of the agreement that complaints be taken up promptly.
and dealt with speedily so as to secure as early as possible an adjustment or decision, thereby determining the issue in the complaint. When for any reason complaints pile up, a dangerous situation is created. Confidence is lost in the efficiency of union officials, in the good will of the company, and in the general ability of the machinery to meet the needs of the people for redress and relief. The Trade Board believes that these considerations do not need emphasis and that both parties will seek to make the machinery of adjustment as efficient as possible.

James Mullerbach.
The union brings to attention of Trade Board the complaint of the foremen regarding a temporary rate on certain double stitched arches.

It appears that some weeks ago a rate of $0.10 was set for this stitching whether wide or narrow. The people now complain that where they have to make the wide stitch first in the operation, the stitching is more difficult.

Observation of the work shows that number of rows of stitching in the case on each cost, only in one case the narrow stitch is run the first and in second case the wide stitch is run the first.

Two tests were taken:

1. By piece worker who made one cost at $0.15 = 5.3 min.
   - one cost at X = 6.6 min.

   On this showing the rate for X should be $0.99

2. By section head who made -
   One cost at $0.15 = 7.6 min.
   One cost at X = 7.8 min.

   On this showing the rate would be about the same on X.

After observing the work on the first test the Trade Board is convinced that there can be no much difference in the work on X cost as represented in the time of this test. In fact, there does not seem to be any good reason why there should be more on one than the other cost, and the Trade Board is on the opinion that the test of the foremen is closer to the facts of the case and hence no change of rate will be ordered by the Trade Board.

Jesse Hulcheroch.
Petition by union in behalf of Ben Segal, #1941, a ooloe presser, Factory I.

Segal claims that his hour rate was reduced from 40c to 30c, that he had been receiving the 60c rate for a long time and that the reduction took place because the superintendent thought the rate was too high for the work he was doing - pressing gorges.

The company claims that the two rates are proper that the 30c rate is applied when he works on overcost and the 40c when he works on each cost.

An examination of the pay roll record seems to indicate that during January and February his work was mixed; that he had some work on each cost and on overcost at piece work rate; while such work was on each cost. Segal himself claims he had work on overcost at some time as on each cost the the greater part of the work was each.

The pay roll record shows that Segal's rate was reduced last November from 60c to 40c for one week. He explains its restoration as due to intercession of union deputy, but a month later, Jan. 1st, the reduction was again made and he held until he began on overcost season.

Under the circumstances it is difficult to determine just how Segal's rate should be figured, but the Trade Board believes that an equitable arrangement, because of mixed character of his work, would be to arrange the two rates 50c and 60c per hour, and all of the claim at 40c per hour with back pay during those months that he worked at the reduced rate.

It is understood that this ruling is to apply only to this case and does not relate to any future rate of Segal's or to rate of any other worker.

James Mullensbach.
Complaint by union that Dora Brocli, lapel baster, in Factory C-2 was getting improper compensation.

The facts are as follows:

Dora Brocli has been employed about seven years by the company in various lines of work. Last November she was working as a piece-worker sewing in felt and also at week-work part of the time making collars, inspecting and sorting. For the week-work, or hour-work she was receiving at first $14.00 and later $16.00 a week. During the week ending March 26th she was transferred from sorting to basting lapels on hour work. For this work she was paid on the basis of $15.00 a week. This hour-work at this rate continued until July when piece-work rate for lapel basting became effective. Under the piece-work for lapel basting she is making as high as $43. to $47 a week.

The people claim that she ought to have been paid at piece-work rate when she was transferred from sorting to lapel basting, as the latter work as a machine operator in fully as important and requires as much skill as sorting in felt, and that to continue her low rate of 35¢ per hour ($15.00 a week) was against the provision requiring that hour-work rate be based on piece-work earnings.

The company claims the piece-work share was a very small part of the girl's regular work; that the bulk of her time was spent on week-work; that girl accepted the arrangement in order to avoid loss of time and earnings as amount of piece-work was small.

An examination of the pay-roll shows that a very great contract existed between the girl's earnings as a piece-worker and as a week-worker. For example: In week ending March 3rd, her earnings were as follows:

<table>
<thead>
<tr>
<th>Week</th>
<th>Hours of Hour-Work</th>
<th>Hours of Piece-Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar. 10</td>
<td>26 hours</td>
<td>16.88</td>
</tr>
<tr>
<td></td>
<td>57.76 hours</td>
<td>117.74</td>
</tr>
</tbody>
</table>

Mar. 10

27/8 hours of hour-work 9.88
25 hours of piece-work 81.96

Mar. 17

26 hours of hour-work 9.49
20.26 hours of piece-work 14.04

These three weeks show the great discrepancy that existed between the hour and piece work rates.

It does not seem quite equitable to fix an hour-
work rate for the girl that would be based entirely on her 
piece-work rate as disclosed in the above, as the people 
contend, for a good share of her work paid was for at a 
very much lower rate.

On the other hand, to require her to do hour-work 
on an operation very much more important than the sorting 
does not seem to meet the equity of the situation either.

It seems to the Trade Board that a reasonable and 
just solution of the matter would be to take certain weeks 
neat to the time when she went on lapel basting and compute 
a composite hour-rate, representative of what her general 
earnings were during those weeks.

The Trade Board believes the following weeks are 
fairly representative both as to hours and character of 
work.

Week ending -

Jan. 28, 1919, 44 hours

Hour-
work, 27.75 hours, $10.69
Piece-
work, 16.25 a $14.01

Week ending Feb. 4, 1919, 44 hours

Hour-
work 32.75 hours $11.67
Piece-
work 11.25 hours $12.66

Week ending Feb. 11, 1919 44 hours

Hour-
work 38.85 hours $15.14
Piece-
work 7.75 hours $10.66

Week ending Feb. 17, 1919 36 hours

Week-
work 27.75 hours $10.06
Piece-
work 9.00 hours $11.48

The average hour rate would be - $60 per hour.

The Trade Board, therefore, orders that the girl be 
paid at this rate for the time she was working on basting 
lapels on hour work, i.e. from week ending March 26th to 
the date when the piece work rate became effective in shop.

JAMES MILLERBACH.
Petition by union in behalf of Bella Sandros, No. 9307, Factory C.

The union alleges she was transferred from section where she was working without any adequate reason and earnings were diminished until she got used to the work.

The company claims she was not attentive to her work, came late several mornings during the two weeks preceding her transfer, and did not obey order of foreman to see superintendent before going to work.

The evidence shows that the girl had been engaged about two weeks when she came to work one day at one o'clock. Her statement is that she had a hearing in court that morning because she had been arrested as a picket some days before. She claims she told foreman she would not be in until 10:30 next day, but the foreman denied this. In so tardiness, she admits she was late three or four mornings, but claims that this came about in an attempt to get other girls for the factory as the foreman had urged. The foreman denies he told this girl to get other workers but admits he gave general announcement to that effect to the workers. It does not appear that Bella succeeded in getting any new employees. She admits foreman told her she should have to see the superintendent but claims she did not know that this would prevent her from going to work. As the superintendent was out of the office at the time she went upstairs and went to work, and later was transferred to piece-work operation. The foreman claims he gave her positive orders not to go to work until she saw the superintendent.

Certain personal charges made by the union against the foreman as giving notice for transfer were ruled out of order by Trade Board on the ground that such charges should have been pressed at the time and not after lapse of so long a time - nearly three months.

After hearing the evidence and arguments the Trade Board concluded that the penalty of transfer in this case was rather severe, on the girl had good reason for being absent that forenoon, and is not required by agreement to give notice beforehand, the she claims she did. There is a chance of her misunderstanding the foreman's instructions about seeing the superintendent, and she continued at work after consulting the shop chairman.

The pay rolls show she fell off in regular earnings during the first two weeks she was on piece-work. These weeks were:

June 28, 1919  6.10
July 7, 1919  9.41
Insofar as these earnings fall below $10.00, her week-
work wage, she is to be given back pay.

James Hollenbach.
Petition by union in behalf of joiners for revision of rates on account of falling off of earnings on "P" Construction trousers as compared with #4 Construction. The union also brings same petition for piece-pressers.

The people contend that the earnings of the joiners and piece-pressers despite repeated increases during the last two or three years, do not show corresponding increases. They claim the disadvantage came in with the "P" Construction and has run thru the years.

The company contends that the complaint of the people has no standing as the change from #4 to "P" construction took place July 9, 1918, when specification #1439 went into effect, that shortly after that date revision of rates took place, since which time no complaint has been made.

An examination of pay records shows that the earnings of these two sections have actually increased during this year.

JOINERS:

Shop 5, 1918, 56¢ per hr.
Shop 5, 1919, 71¢ per hr.
Fac. K, 1918, 79¢ per hr.
Fac. K, 1919, .985 per hr.

PIECE-PRESSERS:

Shop 5, 1918, 71¢ per hr.
Shop 5, 1919, 92¢ per hr.
Fac. K, 1918, 76¢ per hr.
Fac. K, 1919, 79.8¢ "

In view of these increases in earnings and the long lapse of time since the "P" Construction trousers have come into the shops, theb Trade Board cannot find any ground for revising the rates in these two sections, and the petition is accordingly denied.

James Mullenchak.
The nation and its people can achieve the peace and security that is essential to the survival of all peoples. The achievement of peace and security must be based on a recognition of the inherent dignity and worth of the human person and the equal rights of men and women. In a world of nations, all peoples have a right to live in freedom and security, to develop their human potential, and to determine their own destiny. The promotion of peace and security requires the avoidance of war and aggression, the maintenance of a just and equitable international order, and the strengthening of the United Nations and other international organizations.

Joint

End of 1970

END

From 1970

END
The union brings complaint in behalf of bakers in vest shop, Factory II, alleging that bakers have additional work, and requesting adjustment of rates.

The bakers complain that the work is more difficult for the following reasons: There are more vests with flap pockets and piped pockets; there is no differential for singlets; and the method of marking the vests with description tags interferes with bakers' speed.

As to increase in number of difficult vests, the evidence shows that in season —

<table>
<thead>
<tr>
<th>Season</th>
<th>Inlaid or flap pocket</th>
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<tr>
<td>Spring 19 constituted</td>
<td>30% of the work.</td>
</tr>
<tr>
<td>Fall 19</td>
<td>19%</td>
</tr>
<tr>
<td>Spring 19</td>
<td>40%</td>
</tr>
<tr>
<td>Fall 19</td>
<td>50%</td>
</tr>
</tbody>
</table>

This record shows that there is now 30% more of this work than in highest record of any previous season.

It is a fact that there is no differential for singlets but that is a long standing condition which can only be altered by some special arrangement between the company and the people. Doubtless this is a constant source of irritation as other sections receive the differential for singlets.

The tangle of the tags does interfere with speed of work where it occurs but the amount of this is difficult to determine.

Over against the contention of the people the company sets the record of earnings which shows a net gain on the average for months of July and August this year over July and August of last year of seven per cent.

In the face of the gain in earnings the Trade Board does not find sufficient ground to make a revision of the rates. The average gain seems to be a substantial one and an advance in the rate would naturally increase the gain.

The argument of the people that bakers in other houses are making much higher earnings than those in Ebert Schaffner & Harr employ cannot be given any weight before Trade Board under the agreement, the undoubtedly this might very properly be ground for special negotiation between the company and people.

James Bulleenbach.
October 6th, 1919.

Petition by people in behalf of Dave Leman, a dart presser Factory 34.

The union claims that Leman is a shop chairman in 34 and that his suspension is illegal and contrary to ruling of Board of Arbitration.

The company claims that it was informed that another man, Oscar Eliot, had superseded Leman as chairman.

The union contends that Oscar Eliot was chosen as head shop chairman for 3 but that Leman was not superseded as chairman on his furlough and that only recently he took up a complaint with the superintendent.

The company claims that it is greatly handicapped by lack of knowledge as to those who are to be considered as union officials and except from direct discipline.

No evidence was heard in this case as the suggestion of the chairman of Trade Board was accepted; that Leman be reinstated; that the company then bring charges in regular way; that the loss of time during present suspension be borne by the union because of failure to furnish list of union officials which had been requested some time ago.

Reinstatement is to take place Saturday morning, the it will be sufficient if Leman reports Monday morning, because of holiday.

James Mullerbach.
Petition by people for reinstatement of Constantine Jakobsonski, (823), volt mixer, Factory 6-5, with back pay.

Jakobsonski was suspended for refusal to make certain lower volts at a rate of $15.80 per 100 pairs.

The company presents an evidence of authority to enforce the rate, specification of date May 30, 1919.

The people protest this rate and offer evidence that the rate was never used in the shop but that volts of this description had been made by volt mixers at $20.00 ($1.00 plus $9.00), and that none had ever been made at rate of $15.80. Any other lower volts were made on hour work by hour earners or by piece mixers on piece work.

This testimony is corroborated by statement of the superintendent of the shop.

It appears that some six or eight weeks ago there was some controversy about these volts and at that time the deputy of the people acknowledged the validity of the specification and confirmed order of the company to have work done at piece-work rate of $15.80. The superintendent, however, had work done on hour-work by the hour-earners. Last week the management attempted to enforce the specification and the workers refused to do it. Two of them testified that they refused to do it and the work lay until yesterday - about a week - when Jakobsonski refused to do the work and was suspended.

The Trade Board finds that the specification was properly authorized but has not been used in 9 since it was issued the it was effective in other shops. It seems to the Trade Board that when the management is aware of a condition of this kind, it is not advisable to proceed by such harsh methods for enforcement of suspension.

A suspension and discharge under circumstances of this kind would seem not to be "consistent with justice and with due regard to the reasonable rights of the employee", but to be arbitrary and inconsiderate use of power.

The man is ordered to be reinstated with back pay.

Meanwhile, the work should be done on hour work till the Rate Committee can act a price.

James Jellinebach.
Petition by union for reinstatement of Alex Slatin, an off presser, in Factory II.

Slatin was suspended for poor work.

The company contends that he has been repeatedly warned, has been given numerous complaint notices regarding his work, and is contentious when spoken to about his poor pressing.

Evidence in support of these charges was submitted in testimony of managers, the record of complaints, and a cost which had led to immediate suspension.

The people contend that the record as presented relates only to recent criticisms, that there are no other complaint notices, and Slatin has been employed by the company for thirteen years as a presser, that the cost he incurred, which admittedly is defective at points, could have been remedied, if the cost had been given to the man.

After hearing the testimony and examining the cost, the Trade Board finds that the work on the cost was very low grade for Factory II and that suspension was in order. However, because of Slatin's long service he is ordered to be reinstated Friday morning October 10th. It is expected that the loss of time will be sufficient penalty to secure better work for Slatin in the future.

JAMES KUHALOBAH.
Petition by union in behalf of Meyer Schechtman.
The union asks for $5.00 increase and back pay as defined for piece workers in the award of July 9, 1920.

Schechtman was employed as a buttonhole opener originally but was transferred to sorting. The company claims this was at his request and the peole claim it was done on order of the management because he was needed as sorter. When the increase under the award became effective and he failed to get the increase he complained and was retransferred to buttonhole opening — a week-work operation.

The Trade Board understands that he has been again transferred to sorting and is now receiving the $5.00 increase so that the question before the Trade Board is whether Schechtman should have received the $5.00 raise during the first period of his transfer to sorting.

It would seem that under the ruling of the Board of Arbitration, Schechtman is entitled to the increase. Had he remained a buttonhole opener he would naturally have received it and when transferred to sorting he had a right to believe that he was in no way changing his status in regard to any prospective raise or advantage that might be gained for union workers. There does not seem to have been any "clear understanding" that Schechtman's status was changed in any degree by his transfer to sorting.

Moreover, the fact that he has been retransferred to sorting indicates that his service there is needed and is not of his own preference.

The Trade Board decides that Schechtman was entitled to receive the customary $5.00 increase for piece workers during the period that he was employed as a sorter.

James Bollensbach.
CASE 323

Oct. 10, 1919

In the matter of transformation of Shop 6 into regular pants shop.

The union desires that a minimum hour-rate of 45c an hour be paid to such workers as are now below this rate in their piece-work earnings in Shop 6 for a period of two weeks while becoming accustomed to the regular work on trousers.

The company objects to any minimum rate being set because there is no authority for a minimum rate of that amount, and because it is not justified in view of the inexperience of the workers.

The Trade Board realizes the undesirability of setting any minimum rate at this time but desires to make the following rulings regarding the situation:

1. The Trade Board finds that of the piece-workers whose rates are before the board—
   26 are already earning over 45c an hour
   9 are earning from 35 to 45c per hour
   17 are earning from 15 to 35c per hour

As a working arrangement, the Trade Board directs that the piece-workers earning 46c an hour and up be paid at their hour rates for three weeks; that those piece-workers earning 35c to 45c per hour be paid 45c per hour for three weeks; and that those earning below 35c per hour be paid at rate of 35c per hour for three weeks. The three weeks period is to begin Oct. 6, 1919.

2. Piece-workers are to be continued at present rate, unless modified by voluntary action of the company in raising rates or by Trade Board.

3. Any question relating to status of an individual worker is to be taken up by Rate Committee.

4. Any question as to intermixture of knickerbocker work with regular work will also be dealt with by Rate Committee.

James Mullenbach.
A matter has been called to the attention of the Trade Board regarding liability of company to give back pay on singles in Shop #5.

It appears that some months ago an adjustment of rates in several sections took place whereby a differential for singles was arranged for.

This differential was restricted to work in Factory K on assurance from company that no singles were going to be sent into shop 5.

Some weeks ago, however, the people in Shop 5 complained that they were getting singles also, and this is admitted to be the fact, tho just when singles began to go into shop 5 remains undetermined.

The people are now asking that the differential for singles be also extended to the singles that are made in Shop 5.

The company is willing to do this from the date of complaint but does not think back pay should run beyond the period that the people complained.

From the facts as stated, the Trade Board believes that the people in Shop 5 are entitled to the differential the same as those in K, and that back pay should be given from the time the singles came into the shop. As these may have been few or many, the Trade Board believes that a reasonable estimate could be made by rate committee without necessity of detailed computation running over many months.

JAMES MULLENBACH.
A matter has been called to the attention of the
Trade Board and the possibility of company to give
work in England has been mentioned.
It is suggested that some workers be on assignment
to serve in several sections to test the capabilities
of the difficulties new situations for.

The difficulties new situations for
some workers have been met with, and the
people in and out of the company that on
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situations that are met with.

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situations that are met with.
Petition by people in behalf of the Joiners Factory K and shop 5.

The joiners claim that they have additional work by reason of certain changes and demand for better quality.

The joiners testify as to additional –
1. That work used to come folded with coupon on top. Now the trousers are mixed and have to search for coupon.
2. Used to have only two colors for hangers while now they have five colors.
3. Used to have trousers either pressed or stretched while now operator has to stretch trousers himself.
4. When loops were sewed on, they did not need to be so particular about joining seams.

These changes, it appears, reach back from two to five years. The workers claim in general that these changes have so affected their earnings that they do not now earn as much as they formerly did before these changes came in, i.e. after the percentages of various increases are deducted from present earnings.

The company points out that these changes are of long standing and are not now subject to revision; that if the joiners have been complaining of their earnings such complaints have not come to the ears of the company or the Trade Board.

The company also presents figures to show that earnings of the joiners have increased very considerably the last year. In shop 5 the average rate in 1918 was 55$, while in 1919 it was 71$, a gain of about 30%. In factory K the average hour rate in 1918 was 79$ while in 1919 it was 86.3$, or a gain of 10%.

These rates are equalized to that the gains here indicated represent absolute gains over and above all percentages given thru awards.

In addition to above evidence and contention the people claim that the joiners in other houses are earning more money and that this is ground for revising the rates for joining.

The company contends that what other joiners may be earning elsewhere may not be used as a reason for increasing rates or earnings at Hart Schaffner & Marx, as the company and people are working under their own agreement and this does not provide any such ground for modification of existing rates.

After hearing the testimony and argument, the Trade Board is of the opinion that the changes lie too far back for
the Trade Board to find authority to deal with the situation which has been of long standing.

On the second point, the Trade Board wishes to report that claims of this kind, based on earnings of outside workers are being urged before the Trade Board and plainly indicate an unsettling condition among the people. From the information set forth in this case, as well as in others that have come both formally and informally before the Trade Board, the Trade Board believes that the matter is worthy the attention of the Board of Arbitration, and this case is referred to that Board for consideration of the general policy in cases where claims are made that earnings are lower than outside houses.

James Mullenbach.
Petition by union in behalf of edge stitchers,
Factory H.

The union claims the edge stitchers were originally paid a 15% increase under the award of July 9, 1919, and that a week later this increase was withdrawn and 10% increase instituted, on the ground that edge stitchers had received 10% increase May 31, and that when this was computed with their earnings they were found to fall in the 10% classification.

The union disputes the right of the company in using the 15% as a part of the edge stitchers earnings.

The company sets forth its case as follows:

"When we computed the percentage of increase that the edge stitchers in Factory H should receive, we found that it should be 15%. When we were auditing our figures we found that the edge stitchers had received an 10% increase in rates on May 31st (specification attached).

The earnings under these new rates were not included in our computation, but when we applied the increase (which all the houses in Chicago did before computing their percentages) we found that they should be given a 10% increase instead of 15%. We adjusted our records accordingly. We did not deduct anything from the edge stitchers covering the overpayment of one week.

Mr. Glickman's complaint, attached, contends that we had no right to apply the increase in rates before determining the sectional earnings.

To the best of my knowledge, all companies in Chicago applied the increase that they had given up to June 14th for figuring the increased earnings. As the intent of the instruction in the award was that the classification should be made on the rates that were in existence when the conference started, all negotiations for increases were suspended while the negotiations were in progress."

The facts in this case are admitted. The issue turns on whether the company is required to restore the 15% rate.
Partition of rooms in Partial of house Application

To whose attention the above application was sent and now is before the Public

The application is hereby referred to the Committee.

The application must be signed by the party to whom it is addressed.

The application must be submitted within 10 days of the date of this notice.

The application must be accompanied by the necessary enclosures.

The application must be submitted to the address indicated on the cover letter.

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The agreement arrange for a graduated scale of 20%, 15% and 10% increases on the basis of average earnings for each complete section for the latest four full weeks (eliminating overtime). It is further provided that the increases granted shall be paid from the first pay roll week immediately following June 1st, 1919.

In view of these conditions, it seems clear that the increase of 10% at May 1st could be properly figured in on the earnings of the section. The 10% was a part of their earnings from May 31st. If four weeks preceding July 9 were taken, naturally the 10% would appear in the increased earnings and might throw the section into the 10% rather than the 15% classification.

The Trade Board is unable to find any ground for reversing the action of the company.

James Mullerbach.
The occurrence Prevention of a Company's Account

(of receipt) If you have not received an acknowledgement of receipt, please send us a copy of the receipt and forward your request for delivery of goods. If you have any further questions, please contact us.

The occurrence of such an event, if not properly handled, may lead to future complications and potential legal issues. It is therefore important to ensure that all communications are properly documented and acknowledged.

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Case 943. Nov. 10, 1919

Petition by union for reinstatement of Henry Bass, an edge stitcher in B.

Bass was suspended for refusing to do work on a certain coat, claiming that coat had hitherto been done on hour work and was not under the specification.

It appeared after hearing the evidence that some weeks ago work of this character came into the section and on protest by edge pressers was placed on hour work, and that work of this kind seems to have been done by the hour workers in the section, up to the time the company attempted to apply the disputed specifications.

Under the circumstances, i.e. when the company has had the work done on hour work for some months, and then sought to put it on piece work without consulting the Rate Committee, the Trade Board holds the order was an improper one and the suspension was an improper suspension.

The Trade Board directs that Bass be reinstated with back pay for time lost.

James Mullenbach.
No specific content visible in the image.
PETITION TO THE TRADE BOARD

The company petitions the Trade Board to take such action as will prevent the recurrence of an unauthorized absence from work in all the shops of the company during part of the day on November 11th. On this day, beginning at eleven o'clock, quite a number of persons left their places without permission of the company or even without previous notice and remained away for the rest of the day. In some shops this amounted to as many as one-half the force. The company were given no notice whatever by the Union or by individuals of this abandonment of work.

According to its understanding of the agreement, the right to determine a holiday remains in the company and may not be usurped by any group of people. The company has undertaken no discipline in these cases but will ask the Trade Board to take appropriate action.

E. D. HOWARD.
Under this number are listed four complaints that arise from people waiting in the shop. The union asks that they be paid for time spent waiting in shop. The complaints are listed as follows:

1. Trimmers Factory C complain that they had to wait one hour on August 14th because coupons were not ready. The company admits there was a short delay but that meant no serious loss to trimmers as they got all the work coming in the shop.

2. Pocket makers, Factory J-4 complain they were moved and lost time. Disputed by company who claim that operators were offered other machines.

3. Sleeve pressers. Factory J-4 complain they lost one hour of time Saturday September 12th.

4. First basters Factory B-2 claim that they were kept waiting over an hour because they were required to work overtime on Monday evening and consequently had to wait for work Tuesday morning (one hour).

The Trade Board did not go into the merit of these various complaints as the amount of time in each case appeared to be small and the plea of the people that they be paid for time lost could not be allowed under a ruling of the board of arbitration. Besides, some of these complaints were two or three months old and there would be considerable difficulty determining the facts at this distance of time.

While the Trade Board thought therefore that it would be inadvisable to go into these cases, it desires to call attention to the distinct advantage of avoiding waiting in the shops. It ought to be a special care of the management that waiting for work be reduced as much as possible. The Trade Board does not wish to resort to fines on the manager for oversight or neglect even tho' this remedy is supplied by the ruling of the Board of Arbitration. At the same time, the Trade Board recognizes that in such a complicated process as in involved in the highly organized character of the work, it may be impossible at times for any to foresee and estimate the amount of work coming thru, so that there will occasionally be some waiting, doubtless. But the number of occasions should be kept as low as possible.

James Mullenbach.
Cover letter

Dear [Recipient],

I am writing to express my interest in the position of [Job Title] at [Company Name]. With [number of years] years of experience in [relevant industry], I believe my skills and qualifications make me a strong candidate for this role.

My background includes [briefly describe your professional experience and achievements]. I have a proven track record of [specific achievements or skills relevant to the job].

I am particularly drawn to the [mention specific aspects of the company or the position] because I share the company's [mention values or mission].

Thank you for considering my application. I look forward to the opportunity to discuss how my skills and experience can contribute to [Company Name].

Sincerely,

[Your Name]
The union in behalf of pants pressers in Shop 5 complains that work which has hitherto been given to pressers is now done by recently hired employees.

The facts are admitted. Up to two or three weeks ago the off pressers on knickerbockers was done by regular pressers on hour work. The company then hired a presser and later another to do this work.

The union now contends that the company has no right to hire these pressers while regular pressers are available.

The company contends that inasmuch as the work is hour work they may hire whomever they wish to do this work and are not required to give it to the pressers on regular trousers. They also point out that while the work is now done on same floor the knickerbockers really belong to Shop 6 which was organized for this production.

The union points out that there is not sufficient work for the regular pressers and that in any additional pressing is to be done it should be done by regular pressers, irrespective of the place where the work is done.

The regular production of shop 5 is now about 1500 to 1600 trousers while Shop 6 is now turning out about 200 to 250 a day. The pressers in 5 are capable of turning out 2200 to 2400 trousers so that there are pressers available for the knickerbockers.

Under the circumstances the Trade Board finds that the contention of the people is served and in accordance with the provisions of the agreement relating to equal division of work and overworked sections, directs that the pressing on the knickerbockers be given again to the regular pressers as had been done until some two or three weeks ago.

James Hullenbach.
The purpose of this paper is to present a comprehensive analysis of the

issues surrounding the current state of information technology in our society.

The paper will cover the following topics:

- The evolution of information technology
- The impact of technology on society
- The future of technology

The analysis will be based on empirical data and qualitative research.

The paper will conclude with a discussion on the potential implications of the

current trends in information technology for the future of society.

References:


The firm represented by Mr. Price, the Amalgamated by Mr. Willner.

A coat to be manufactured for the new season involves work for which there have been no piece rates. The firm and the union deputy being unable to agree upon the prices for a ticket (outside) pocket, lap seams, a hook vent, double stitches on pockets, and darts, the matter was referred to the Trade Board. The Chairman has fixed the following prices, which have been accepted by the parties in interest:

For (1) the ticket pockets, 7 1/2 cents, (or 6 cents extra with the inside cash pocket omitted);

(2) Lap seams, 3 cents;

(3) Hook vent, 2 1/2 cents;

(4) Double stitching on pockets, 1 1/2 cents;

(5) Darts, 1 1/2 cents.

(Signed) H. A. Millis
Chairman

(New Work)
The firm represented by Mr. Joseph and Mr. Hotchkiss, the workers by Mr. Sax.

The essential facts in this case are as follows: The first of July a price of 19¢ per coat was agreed upon for offpressing, it being agreed that forty coats would be a standard day’s work. This standard, however, was not enforced or observed and most of the offpressers pressed a much larger number than forty coats and made correspondingly high earnings. Naturally the quality of the work deteriorated and the firm complained and for a time has exacted better work. It has been agreed by the parties in interest that thirty coats should be a maximum, but they have been unable to agree upon a price for the new quality of work to be done. The firm contends that a change of twenty-five per cent has been made in the standard and that the price should be increased just enough to offset this. The workers, on the other hand, contend that the standard of forty was never an effective standard and that the 19¢ price was satisfactory to them because they at all times could offpress more than forty coats, and, further, that the firm’s offer would give them less in earnings than they are entitled to. Being unable to agree, the parties in interest have asked the Trade Board to establish a price.

The Trade Board feels, in view of all the circumstances, that the price should be fixed so as to equalize the earnings of the men offpressing thirty coats to the level of the market. This calls for a price of 27 cents per coat. Hence the Board establishes this price, it being agreed by the parties that thirty coats per day shall be a maximum.

It has been agreed by the parties in interest that the price established shall be effective as of December 1, so that back pay is to be given from that date.

(Signed) H. A. Millis
Chairman.

(Quality of work, change in and prices)
Petition by company for discipline of trimmers who attempted to influence M. Getman to limit his output.

Getman had been sent to work at Hart Schaffner & Marx on an O.K. card from the union. He worked one half day and claimed he was bothered by many of the trimmers who cautioned him against working too fast. In the presence of the Trade Board he identified two of these men, Iwicki and Alberts. Iwicki denied that he had advised Getman he was working too fast but admitted he had spoken to him only to give him a pointer as to how he should operate the cutting machine. Getman agreed that Iwicki had advised him about the machine. Alberts was unable to recall whether he had advised the man not to work fast or not, and was generally uncertain in his testimony about occurrences in dispute.

After hearing testimony the Trade Board is of the opinion that the weight of evidence warrants the finding of Alberts guilty of attempting to influence Getman to restrict output, and directs that he be discharged at close of work December 18, 1919.

As for Iwicki, while his action in getting under the table to fasten a clamp on section of canvas when Trade Board came on the floor was suspicious, the Trade Board is willing to give him the benefit of the doubt and takes no action in his case.

James Mullenbach.
Petition by union for reinstatement of Lawrence Gerhardt, a discharged inspector-tailor.

At the outset of the hearing the Union contended that Gerhardt was not an inspector-tailor but should be classified as a bushelman inasmuch as he was required to do bushelling and much more bushelling during the last two or three weeks.

The company contended that some bushelling had always been done by the inspector-tailors and they were requiring from Gerhardt only the usual amount of bushelling required of all inspectors.

After taking some evidence the Trade Board decided that Gerhardt should have a hearing, but as an inspector-tailor and that if the Union wished to complain against some of the bushelling by inspector-tailors the matter should be taken up with the Board of Arbitration so as to secure better definition of inspector-tailors, if that seemed necessary to the Board.

The Union contended that Gerhardt had been discharged without due cause and without any suspension.

The company contended that he had been discharged for poor work both as to the quality and amount of his examinations.

The Union presented some evidence that Gerhardt had been employed by the company some three years, first as tailor Factory H, and since last August as an inspector-tailor in Factory J; that recently the chief inspector had criticized his work continuously so much so that he finally complained to Mr. Rabin, head of the inspection department; that after this interview he was given a raise of $2.00, which brought him to the general standard of the section; that he was discharged without any explanation, being simply told by the chief inspector in J at the close of work one day that his time was in the office. The Union further sets forth that some two weeks ago, a meeting of the inspector-tailors was held at which Gerhardt acted as spokesman. The meeting was held to see if the Union could not provide more efficient protection for the inspector-tailors.

The company presented evidence of Mr. Rabin that the chief inspector of J complained repeatedly of this man's work; that he himself had spoken to the man in J about his work (this is denied by Gerhardt); that finally on complaint of chief inspector in J he had advised him to let him out, which was done. On the day he was discharged his work had been bad as he had passed coats that should have been bushelled either by himself or the regular bushelman; and that he had been told that he could not be kept if he did such work; that that evening he was let go and it was assumed that he knew, after the repeated admonition
from the chief inspector why he was let out. Mr. Rabin denies that he knew of any meeting of the inspectors or that Gerhardt was then spokesman until it was brought out at this hearing; that neither he nor the chief inspector in J had ever had any conversation about the matter.

Under the rulings of the Board of Arbitration the company has been given a measurably free hand in the matter of discharges and the Trade Board is especially instructed to exercise particular care in revoking any discharge from this section, and to give regard only to check capricious and discriminatory action by the company.

In the present instance the Trade Board finds that there is no evidence of capricious or discriminatory action to warrant a revoking of the discharge.

The evidence for discrimination is quite inconclusive. There is nothing to show that the company knew of the meeting or Gerhardt's activity in connection with it, or that the discharge had any relation to it. The evidence further shows that Gerhardt's work has been frequently complained of and that after the repeated warnings and cautions his discharge cannot be regarded as arbitrary or capricious.

The Trade Board, therefore, can find no ground for reversing the action of the company and it is ordered to stand.

James Mullenbach.
From the start Interstate has wanted to move forward. The Company
has always been interested in new technology and new products.

The Iowa Board of Commerce has been very pleased with the new
development of the State's economy and the growth of the
company.

Under the leadership of the Board of Directors, the
company has been able to maintain a strong presence in the market
and is now expanding into new territories. The Company
has diversified its product line to meet the needs of the
consumer and to remain competitive in the market.

In the business section of the Company's
section of the Company's newsletter,
the


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consumer and to remain competitive in the market.

In the business section of the Company's
Case #676

Petition by Union for reinstatement of M. Levine, a cutter.

Levine was suspended and discharged for use of improper language.

After hearing the evidence the Trade Board directs that he be reinstated to begin work Tuesday morning, December 23rd. Levine is to lose pay during period of suspension, and has apologized to Mr. Hoyt. It is expected that the apology and loss of time will set sufficient disapproval upon improper language in the cutting room.

James Mullenbach.
TRADE BOARD CASE # 39

KUPPENHEIMER & COMPANY

Decided December 23, 1919.

Firm represented by Mr. Todd and Mr. Wagenet, the Union by Mr. Isowitz.

Complaint by Union that Mr. Capute, an edge-stitcher employed by this firm, had been discharged without cause; request that he be reinstated with pay for time lost.

The hearing on this case developed the fact that Capute had been discharged for poor quality of work, and some coats were exhibited in support of the firm's position. It was found, however, that certain needed facts had not been ascertained by joint investigation - which, unfortunately, had not been made, and the Trade Board requested that the representatives should investigate and submit these facts.

When made the investigation showed extenuating circumstances and the parties in interest agreed that the worker should be reinstated at once, but without pay for the time lost. The Trade Board approves this joint recommendation.

(Signed) H. A. Millis

Chairman

(Discipline of workers; poor work)
Case #679.  12/23/19

Petition of people for reinstatement of John Bolot, a pocket maker, Factory C-3.

Bolot was suspended and discharged for refusal to divide a large lot.

The suspension raises the issue as to what the practice has been in Factory C and the weight of the evidence appears to favor the contention of the people that lots above 25 were divided by the section head.

The Trade Board directs that Bolot be reinstated with back pay for time lost during period of suspension.

James Mullenbach.
The Union represented by Mr. Wilner, the firm by Mr. Purkhiser.

Complaint by the Union that Max Oponovsky, a pockemaker employed by Kingsbaker & Company, had been discharged without cause; request for re-instatement with pay for time lost.

The evidence shows that while the firm had accepted the advice of its labor manager that during the slack season the available work should be equally divided among the union men in its employ, the foreman had laid off this worker under such circumstances it amounted to a discharge. This having occurred, the firm permitted the case to come to the Trade Board so as to obtain a ruling with reference to its right to discharge men not needed to do the work in hand.

The Union maintains that this worker had been discharged in violation of a clause in the agreement reading as follows: "During the slack season, if any, the work shall be divided as nearly as is practicable among all employees".

The firm contends, on the other hand, that under another section of the agreement it has a right to discharge union men whenever necessary, provided that any non-union men are laid off first. The section referred to reads as follows: "Should it at any time become necessary to reduce the number of employees, the first ones to be dismissed shall be those who are not members of the Union". The firm contends, moreover, that it is judge of when a situation makes it "necessary" to discharge a worker or workers. It contends, finally, that a reduction of the number in the section here involved was "necessary" in order to prevent the workers (all on week work) from "going slow" and thus keeping themselves in full employment.

The evidence in this case shows that this man was not discharged for "cause", but merely because the number of pockemakers was larger than needed to do the work available during the slack season. The Board rules that one section of the agreement provides explicitly as to how such situations shall be met - "During the slack season the work shall be divided as nearly as is practicable among all employees". The particular problem here involved being covered fully and explicitly by this provision, other and more general provisions of the agreement do not apply. With reference to the contention that if all are retained, the workers may then "go slow" to keep themselves in full employment, the Board merely points to the fact that the firm would in such an event have ground for a complaint of restriction of output and could ask for appropriate action.

This ruling does not mean that a firm may not seek to remove from its pay-roll workers not needed during the slack season. It may quite properly seek through the Union to have those not needed placed in jobs elsewhere. If such an effort fails, however, the available work is to be divided as indicated above.
TRADE BOARD CASE # 40 (continued)

The Board orders that this pocketmaker shall be reinstated. It does not order that he be paid for the time lost since December 16. Inasmuch as this worker or some other would have lost time anyway, justice seems to require merely that he be reinstated and from this time onward shall be allowed to get his proper share of the work from the time he was discharged.

(Signed) H. A. Millis.
Chairman

("Division of work"; "lay-off")
TRADE BOARD CASE # 38

INTERNATIONAL TAILORING COMPANY
Decided December 31, 1919.

The firm represented by Mr. Corcoran, the Amalgamated by Mr. Levin and Mr. Sax.

The firm complains that Maurice Grubert has exceeded his authority as shop chairman and requests that he be disciplined.

This case grows out of the Union election recently held. It appears that certain union officials, in order that the largest possible vote should be brought out, decided to ask the manufacturers to dismiss their employees at certain times so that they might go to the voting places near at hand and vote with the least inconvenience and delay. Mr. Grubert was told at the Union office that the employees of the International Tailoring Company should be allowed to go to the voting place at eleven o'clock - Thursday morning - the next day. The following morning, being unable to find the Labor Manager, the shop chairman went to the Manager with a request that the employees be dismissed at eleven instead of at twelve - the usual lunch hour. The Manager objected to the loss of an hour's production when overtime work was necessary and asked if a half hour would not be sufficient. This was acceptable to the shop chairman, and the Manager told him that he would communicate with other houses to see what they were doing and would then let him know his decision. Later - about eleven o'clock - the shop chairman saw the Labor Manager. There is some difference in statement as to what transpired, but at the conclusion of the conference the Labor Manager said that the employees might go at 11:45 and not earlier. This was not satisfactory to the shop chairman who insisted that they must be dismissed at 11:30. When he arrived on his floor at just 11:30 the shop chairman found some of the employees on the point of leaving, and, in the absence of the foreman, rang the bell and all left their work.

The Trade Board finds that the shop chairman exceeded his authority in ringing the bell and dismissing the workers. He is reprimanded for this act. The Union asked for the cooperation of the firm in meeting a problem growing out of the election, and when this firm was unwilling to grant all that was asked, it was wrong in the shop chairman, even though other firms may have granted all that was asked, to take the matter into his own hands.

The Trade Board feels that the matter of the election might have been handled in such a manner that this trouble at the International would have been avoided. Feeling so, the Trade Board makes a suggestion with reference to the arrangements for elections if it should again be necessary for the workers to vote during working hours.
Manufacturers as well as the Union are interested in having the largest possible vote cast by the members of the Amalgamated, for the larger the vote the greater the power of the deputies elected in maintaining discipline. But the manufacturers are also interested in filling their orders without delay, and in so far as possible in getting their work done without paying overtime rates. In the interest of all, it is suggested that if it is desired that workers should vote in working hours, steps should be taken toward perfecting arrangements considerably in advance of election day. The Union should lay its problem before the associations with which it has agreements, with a schedule to cover the cessation of work in order that its members may vote. If this is done it will then be possible to make necessary re-adjustments and to decide all details by negotiation under favorable circumstances.

(Signed) H. A. Millis
Chairman

("Shop chairman" - "Discipline of", and "Rights of").