January 2, 1919.

Professor E. D. Howard:

As told to you several weeks ago, the time has arrived when we are realizing the predicament of not being able to turn out in our cutting and trimming departments, a sufficient number of garments to meet the requirements of our selling and manufacturing.

At the present time, we have approximately 650 cutters working 19 hours per week overtime, making a total of 63 hours per week. This force of cutters working these hours can produce only about 75% or 80% of our needs.

Under these conditions we are subject to the enormous expense of overtime premium, and we are facing a disastrous condition in our tailor shops.

Two new buildings will be completed between now and the first of February, and it is imperative that some action be taken at once on the subject of supplying all of our tailoring organizations with a sufficient number of garments.

We wish to remind you that the laying up of several fabrics in the same cut is one of the measures that should be adopted to increase the cutting production. While this practice has been eliminated in our cutting rooms, we know of no provision under the agreement that prohibits it.

The union officials seem to differ with us on this subject and we should have an early decision on this point.
As far as we received we were able

the time we received we were able to

of not being able to upon it in our

an important number of departures to meet the

Declaration of our military and administrative

At the previous time we have

materially over our working 10 hours per week.

this case of our own

working those parts can produce only about 1000 of

the week.

Under these conditions we are

meet to the maximum of our active training and we

see in the percentage of our active training in the

Two men arbitrable will be complete

between now and the date of the

and it is important

and that some section of the people on the subject of

the effect of our military organizations with a

impact of the same.

We may not know what the

this is not necessary to point to the same as the

message that should be Stephane to promote the

broader Terms with the nations we need only to think

outlines below are the basis of the

justification of the

The main article above to agree

with me on this subject and we present the

on this point.
We also believe that a great number of apprentices should immediately be installed.

Restriction of output among the cutters is another subject which, in our opinion, has not been given the proper consideration; we feel that such restriction should have been remedied long ago. The removal of such restriction would certainly contribute in a very large degree to increased production.

We feel that the trimming department should be included in any measures of relief that can be secured on the subject of restriction of output.

Herewith are several suggestions that might be used profitably in presenting the case to Professor Tufts:
We also perceive that a great number of applicants for work are immediately put to the test of their aptitude to perform one of the most important duties of the office, in our opinion, and not in the judgment of some applicants. It is given that the public consciousness may feel that some of the applicants may have been prejudiced from one end to the other.

In a very large degree, the increase of business is due to

We feel that the increasing demands of the public

be thrown in any measure of relief that can be seen,

only on the subject of destruction of capital.

Here are the several suggestions that might

be made by doing in the same to the case of

Tate.
Chicago, January 29, 1919

Professor James H. Tufts,
o/o University of Chicago,
Chicago, Illinois.

My dear Mr. Tufts:

I enclose notice of appeal in Trade Board Case #255. In this case the Trade Board decided to take no action on the petition of the company against the violation of the agreement by a group of finishers in one of our factories. The agreement, according to our interpretation, placed the responsibility upon the Trade Board to penalize such violation and thus prevent them in the future. In this case, the absence of any discipline for violation has led to another stoppage and at the time of writing the finishers still refuse to work altho they have not left the factory. The deputies for the union have ordered them to work without result. Mr. Mullenbach is in New York but is expected to be back tomorrow. We will arrange with him to call you when it is convenient for all concerned.

Yours sincerely,

MK/EBH
EBG
Case for trade board


Filed by E. D. Howard. Investigated by

Case Opened Disposition

Statement: Brief in Case #661. Jan. 20th, 1919, referred

by Trade Board to the Board of Arbitration for disposition.

This case involves the question as to whether the company has a right to give an executive order which is not prohibitive or in any way in violation to the agreement and to whether the employees are required to give obedience to such an order.

An attempt is being made in this case to establish a principle that the company shall not be allowed to change any method of management or system of work that can be alleged to have become established. This obviously would cause a stagnation in the business which must continually adjust itself to changed conditions and to make improvements. Such changes can in no case work any hardship to any employee inasmuch as our agreement provides method by which they can make complaint and be reimbursed for any disadvantage they may suffer in the progress of the business.

Furthermore, the justification of people who deliberately defy the company and its executives has an effect of spreading the spirit of insubordination among the people who are not capable of making discrimination and naturally assume they have a warrant for disobeying all orders given them. The company feels the agreement exists for the purpose of increasing the respect for law and order and that the decision of the Board should tend in this direction rather than in the direction of chaos and lawlessness.

We are confident that the more intelligent union officials are of the opinion that orders should be obeyed and that it is dangerous to destroy authority by giving decisions justifying disobedience, especially when there is no chance of any one suffering from any disadvantage of obedience. We therefore urge the Board of Arbitration to make such a decision as will promote order and peace rather than the opposite in the shop.

Order Requested
<table>
<thead>
<tr>
<th>Date of Issue</th>
<th>1940</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place of Issue</td>
<td>E. Howard</td>
</tr>
<tr>
<td>Case Number</td>
<td>1195</td>
</tr>
</tbody>
</table>

**Statement**: In pursuance of the order of Application for License

- The case pertains to the Board of Revenue for the State of Illinois. There is a need for the Board to verify the information provided and to ensure that all requirements are met. The Board is responsible for issuing licenses to facilitate the proper functioning of various businesses and activities.

**Incumbrance**: This document outlines the procedures and requirements for obtaining a license. The applicant must provide accurate and up-to-date information to avoid any delays in the process. The Board may request additional documentation or clarification to ensure compliance with all regulations.

- The Board reserves the right to withhold or revoke licenses if necessary. It is important for applicants to understand and comply with all regulations to prevent any legal issues or consequences.

**Provision of Information**: Applicants are required to submit all necessary information accurately and in a timely manner. Any inaccuracies or delays may result in the application being delayed or rejected.

The Board encourages applicants to contact them with any questions or concerns related to the application process. **Contact Information**: For further assistance, please contact the Board at [contact information].

---

**Exhibit**: An exhibit is attached to provide additional support for the application. This exhibit includes relevant documents and information that will be reviewed by the Board.

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**Order Rejected**: The order has been rejected due to non-compliance with the regulations. Applicants are advised to review the requirements and resubmit the application once the necessary corrections have been made. **Reasons for Rejection**: [Reasons provided].
PETITION TO THE BOARD OF ARBITRATION IN
CASE #632.

Trade Board case #632 was appealed to
the Board of Arbitration and decided on May 8, 1919. The Trade Board decided against the company in an
order requiring the sharpening of knives of the
machine operators in the trimming room to be done
by a special man designated by the company. The
Board of Arbitration sustained the decision.

Additional experience and information on this
subject leads the company to apply for reconsidera-
tion. The neglect of the trimmers to properly
sharpen their knives leads to inferior workmanship
and to a limitation of the height of cutting.

Therefore, the company believes that in this
case the Board of Arbitration went beyond its
proper jurisdiction in preventing the company
making a change of method which works no disadvan-
tage whatever to any individual trimmer and which,
in the judgment of the company, was an improvement
from the standpoint of management.

E. D. HOWARD.
PETITION TO BOARD OF ARBITRATION.  Feb. 4, 1919.

The company appeals to the Board of Arbitration to take some disciplinary action in the case of the cutters and trimmers stoppage on Feb. 1st and 3rd.

On Feb. 3rd the 10th floor of the cutting room stopped work for about two hours, until noontime. On Monday morning all the cutters and trimming floors refused to work during the whole day. This constitutes a serious violation of the agreement.

A similar case occurred about two years ago and the Board of Arbitration at that time gave a decision which is attached hereto. It will be seen from the reading of this decision that they considered that this breach of the agreement was a very serious affair.

The direct cause of the stoppage was as follows:

For some time there has been a contemptible and underhanded persecution of the men in the exempted class of cutting room. These men had very definite rights under the agreement as established by Mr. Williams, but these rights were not observed in good faith by the cutters. The union has discouraged in every way the promotion of men from the cutting boards to executive positions, threatening to boycott them whenever they might want to get a cutting job at Chicago again. This has led to the refusal of union men to be promoted, and it was necessary for the company to turn to non-union men before it went outside. We prefer men familiar with the workings of the agreement rather than choose those who had no experience in this house. Mr. Rohr, cutter, was promoted to be foreman, and immediately the cutters on the 10th floor conceived that they had a grievance. The Union officials brought a grievance to the company and took a threatening attitude, demanding compliance with their wishes. The company refused to yield to this sort of pressure and advised the deputies to take the matter to the Trade Board as is provided for in the agreement.

Instead of doing this, the cutters tried to force the company by breaking the agreement without going to the Trade Board. After one day's strike, they returned to their boards. After a general official from New York had ordered them to do so. The local officials seem to be sympathetic rather than otherwise to this strike.

The company believes that the Board of Arbitration should enforce respect for the agreement and discipline these cutters and trimmers, most of whom had no grievance whatever, in such a manner that there will be no recurrence of this form of breach of the agreement. If the cutters see that the Board has so little respect for the agreement that they let breaches of it go without an effective rebuke, they naturally will have very little respect for it themselves.
The company suggests several methods by which disciplinary measures be taken:

1. The discharge of four or five cutters who appeared during the strike to be most interested in prolonging it, or in encouraging others to prolong it.

2. Requirement that the cutters work on the next holiday for which they are paid to make up for the time lost during the strike.

3. The requirement that cutters work overtime without pay an equivalent amount of time spent on strike.

4. Requirement that leaders of the cutters' union who are sympathetic with the strike and who failed to stop the strike be resigned from their positions. It is unfair to the company to force them to deal with officers who are unable or who are unwilling to prevent breaches of the agreement.
FEBRUARY 10, 1919.

Docket for Board of Arbitration, Tuesday, Feb. 11, 1919.

1. Appeal case #661 filed Jan. 20th. Referred by Trade
   Board to Board of Arbitration for disposition of point
   at issue.

2. Appeal case #655. Appeal from Trade Board decision in
   case of stoppage in "L". Note: Decision in Case 685
   Feb. 10, 1919, involves the same point and should
   be considered in connection with Case #655.

3. Direct petition #1. Filed by company Feb. 4, requesting
   disciplinary action in case of cutters and trimmers strike
   on Feb. 1st and 3rd.

4. Direct petition by company requesting a reconsideration
   of case #622, decided May 8th, 1918. Petition filed on the
   ground that additional experience and information on the
   subject and dissatisfaction by the company with the decision
   on the ground that it is beyond the jurisdiction of the
   Board of Arbitration.

5. Appeal case #690.Filed by company Feb. 10th, 1919, for
   ruling on the order of the company decided by the Trade Board
   to be in contradiction to ruling in Case #370.

Case 702 filed by Mr. Spitz, appeal in case
of (filings) - K.
MEMORANDUM OF TOrovers

To Point: Commission of the Treasury Board of Canada

Subject: Notice of the Appointment of the Secretary of State for External Affairs

This is to formally inform you of the appointment of the Secretary of State for External Affairs. The appointment is effective immediately.

[Signature]
[Name]
Chicago, Illinois,  
February 13th, 1919.

TO THE CHAIRMAN AND MEMBERS OF THE BOARD OF ARBITRATION:

We hereby appeal from Decisions of the Trade Board  
in the cases - 685-686-687 and also cases 696-697-698-699-  
and 700.

[Signature]
Chief Deputy
Chief Deputy

TO THE CHAIRMAN AND MEMBERS OF THE BOARD OF \ADMINISTRATION:

We respectfully submit your petition of the above board.

In the case of 68-68, 68-68, and also cases 66-66, 66-66, and 66-

and 600.

Chief Deputy
CASES FOR BOARD OF ARBITRATION.

Case # 489 referred to Board of Arbitration by Trade Board.
Case # 541 appealed by people. Gootnick.

We ask that all men who work on or after December 1st, 1918 should receive $2.00 increase.

Interpretation of decision of increase May 1918 whether the Jack Department and Uncollar Department are entitled to same.

S. Risman,
Deputy for the Cutters.

We have a few more cases for the Board of Arbitration, but on account of lack of time we are not able to present them at this time.
To the firms having agreement with the Amalgamated Clothing workers.

At a meeting of the Board of Arbitration on February 26 a Committee was appointed to consider and report upon the relations with contractors. This committee consisting of representatives from labor managers and the unions with Mr. Trust as chairman has met and the following plan is recommended.

It may be said at the outset that the committee believed it unprofitable to discuss the question primarily from the angle of strict construction, but of rights under the Agreement they might not perceive or
such distribution of work between their own shops and their contracts as shall reduce to as much as possible the condition of unemployment, irregularity of employment, and especially the sudden cessation of all employment for several months by the persons employed by contractors, provided this shall not be understood as exposing the general change from contract to work in inside shops and change outside.

(3) that so far as possible wages and hours of the same in the shops of contractors as in inside shops. In the case of contractors having shops outside the city the question of a differential to be adjusted by the method of agreement or arbitration.
The committee recommends in order that both sides may gain these advantages

(1) That all firms continue the follow the practice begun last summer by many of them in a slightly different manner and file with the Trade Board a list of their contractors and keep this up to date by notifying the Trade Board of any new additions. A copy of such list may be given the union by the Board. This will on the one hand enable the union to know with whom it was done, and, on the other, enable the Trade Board to hold the union responsible for its cooperation in the case of such contractor.

(2) That in the slack season firms shall endeavor to make
I'm not sure if I understand the requirements for the project. Could you please provide more details?

I'm having trouble with the software. It's not responding as expected. I've tried reinstalling it, but it still doesn't work.

I've attached a screenshot of the error message.

Also, I noticed that the documentation is lacking some important details. It would be helpful if we could have a more comprehensive guide.

Finally, I think we should consider incorporating some new features that are currently available in the market. It might give us a competitive edge.

Let me know if you need any further information or clarification.
The union was to gain the right to fair and equal opportunity to extend and protect its membership by peaceful and orderly methods.

(1) Insofar as possible and during the period in which men and women are thrown out of work and means of support and hence reduced to distress or to become public charge, no aid of the firms in

(2) The aid of the firms in preventing restlessness and instability due to differences in wages, hours, or other conditions

(4)
The amount of time required to build a structure depends on several factors including the type of structure, the materials used, and the availability of labor. Here is a list of steps that need to be followed:

1. Plan the design of the structure.
2. Gather all necessary materials and equipment.
3. Begin construction by setting up the foundational elements.
4. Assemble the structural framework.
5. Install roof and walls.
6. Add finishing touches such as doors and windows.
7. Inspect the completed structure for any issues or corrections.

In addition to these steps, it is important to ensure that all safety protocols are followed throughout the construction process. This includes wearing appropriate protective gear and following building codes and regulations.
require. If either side should take this stand it might plunge the whole industry into chaos. The broad purpose of the agreement is unquestionable, namely, to promote order and to substitute methods of cooperation and mutual understanding for working at cross purposes and with each a law to him, and if need be, appeal to impartial machinery for methods of working at cross purposes, or with each a law to himself. More specifically the ends are on the one hand, continuous, efficient, and peaceful production; on the other, a strong unity.

In accepting the following recommendations the committee would emphasize especially the desirability of
two in awards recommended by this Com' on disputes and those recommended by the Com' on Standards and classification. The former were intended to lead towards the latter.

As to circumstances as to the Com' on disputes with these: 

1) The union of first asked for a flat increase of $5.00.
2) Mr. Howard objected to a flat increase on the ground that this was unfair to some workers at present underpaid in proportion while at the same time it would increase the wages of some already in a much more qualified position. He pro-
members from leaving the firms in order to get the higher wages often offered by contractors.

What has each side to gain?

The firms may expect to gain the aid of the unions in preventing strikes in the shops of contractors;

(2) in reducing labor turnover due to men leaving their employers to seek a higher wage with a contractor;

(3) in reducing the discontent among their employees due to which arises when a contractor pays more than the wages paid by the firms;
a spirit of cooperation, it may be difficult or impossible to frame rules that would cover all cases, or that could be enforced in all cases, but if both parties act in good faith, the Chief Agent and differences as they arise are brought to the industrial machinery for adjustment the desired purpose will be achieved.

It may be stated in the second place that a considerable degree of cooperation in dealing with contractors has already been shown. The firms have furnished the union with a list of their contractors in order that the union might assist in stabilizing prices, and prevent stoppages. The union has endeavored to prevent its
The Hart, Schaffner & Marx Board of Arbitration.

February 25, 1919.

Case 661. January 20th, 1919. Referred by the Trade Board to the Board of Arbitration.

This case involves the question as to the right of the Company to issue executive orders, changing certain methods of management, or usages, which are alleged by the people to be established as shop usages or standards. The particular instance before the Trade Board was the case of a man who had refused to obey an executive order by which the height of the lay in the case of Felt in the trimming room may be in certain cases one hundred high instead of ninety high. The Company contends that irrespective of the merits of the particular order in question, the general principle is fundamental, namely, that the Company has the right to give an executive order which is not in violation to the agreement and that complaint of such order should be brought before the Trade Board in the method provided. The Union contends that the method of effecting changes in established usages by executive order is calculated to produce friction and unnecessary irritation and that it would be a better method to take up such matters in advance with the representative of the Union.

The Board of Arbitration is informed by the Trade Board that it does not consider that the former decisions of the Board of Arbitration have fully covered point at issue. And hence that it desires an interpretation and ruling upon the general principle.

The Board finds that an earlier ruling laid down a principle for changes which affect the earning power of the worker, in which it used the following language: "the Company should be free to institute improvement in methods of operation; but if the proposed changes are sufficiently important to impair the earning power of the worker, or to give rise to a reasonable belief that it will cause such impairment, the change should not be instituted by executive order, but through the price committee." The present case as to the height of the lay does not seem to fall under this ruling because the trimmers are on the week work plan. Nevertheless, the Board believes that in cases where there is no emergency requiring immediate action, and where there is reason to anticipate that a proposed change will be regarded as a serious interference with established standards, it would be desirable to proceed through expert commissions on which both sides are represented. Such commissions are already in existence in the price committee, and the cutters commission. The Board believes that it would be well to experiment with other similarly constituted commissions. In the immediate case which is now before the Board, the Board will not proceed farther than to advise the Trade Board to appoint a commission to investigate the problem of the height of the lay. It is possible that after further experimentation with expert Commissions and with other methods which the Company has under consideration, it may be possible to give a decision which shall be more general in character.
The Board of Arbitration is informed of the above fact.

It seems not only that "the law of fault" principle should be applied, but also that the principle of \"collective fault\" is an interpretation and fulfilling the General Principles.

The Board finds that on the contrary, the Board of Arbitration should not be considered casual cases not being involved in any dispute, but that the Board of Arbitration should be applied to the Board of Arbitration.

Whenever a question arises as to the fault of the law, the Board of Arbitration should be applied to the Board of Arbitration.

I am unable to make a decision on the above facts. I am unable to make a decision on the above facts.
As regards the general question of usages, the Board is of the opinion from such representations as were made before it by the Company and by the Union that there are many usages which have never been established by careful study and investigation or by mutual agreement but have rather come to be regarded as standards because they have obtained for a long period. In this respect these usages are of course analogous to many customs which have found place in the common law, and which are regarded as genuine rights. There seem to be matters involved in these usages which are not likely to be thought of at first by persons who are not familiar with the operations, or with the Union standards, in other markets. It is not the desire of the Board to make any rulings which would interfere with the best interests of the Company so far as these rest upon flexibility in methods of operation or upon the use of the best machinery, for it believes that improvement in methods is for the best interest in the long run of all concerned. The mere fact that a change is a change is not a good reason against it. But on the other hand it may be that certain methods for making changes, are less calculated to excite distrust and suspicion than other methods, and it is to be hoped that this aim may be kept steadily in view.

James H. Tufts, Chairman.
Case 561. January 20, 1919. Referred by the Trade Board to the Board of Arbitration.

This case involves the question as to the right of the Company to issue executive orders changing certain methods of management or usages which are alleged by the people to be established as shop usages or standards. The particular instance before the Trade Board was the case of a man who had refused to obey an executive order by which the height of the lay in the case of Felt in trimming room may be in certain cases one hundred high instead of ninety high. The Company contends that irrespective of the merits of the particular order in question, the general principle is fundamental; namely, that the Company has the right to give an executive order which is not in violation of the agreement, and that complaint of such order should be brought before the Trade Board in the method provided. The Union contends that the method of effecting changes in established usages by executive order is calculated to produce friction and unnecessary irritation and that it would be a better method to take up such matters in advance with the representative of the Union.

The Board of Arbitration is informed by the Trade Board that it does not consider that the former decisions of the Board of Arbitration have fully covered the point at issue. And hence that it desires an interpretation and ruling upon the general principle.

The Board finds that an earlier ruling laid down a principle for changes which affect the earning power of the worker, in which it used the following language: "The Company should be free to institute improvement in methods of operation; but if the proposed changes are sufficiently important to impair the earning power of the worker or to give rise to a reasonable belief that it will cause such impairment, the change should not be instituted by executive order, but through the price committee." The present case as to the height of the lay does not seem to fall under this ruling because the trimmers are on the week-work plan. Nevertheless the Board believes that in cases where there is no emergency requiring immediate action and where there is reason to anticipate that a proposed change will be regarded as a serious interference with established standards, it would be desirable to proceed through expert commissions on which both sides are represented. Such commissions are already in existence in the price committee and the cutters commission. The Board believes that it would be well to experiment with other similarly constituted commissions. In the immediate case which is now before the Board, the Board will not proceed farther than to advise the Trade Board to appoint a commission to investigate the problem of the height of the lay. It is possible that after further experimentation with expert commissions
and with other methods which the Company has under consideration, it may be possible to give a decision which shall be more general in character.

As regards the general question of usages, the Board is of the opinion from such representations as were made before it by the Company and by the Union that there are many usages which have never been established by careful study and investigation or by mutual agreement but have rather come to be regarded as standards because they have obtained for a long period. In this respect these usages are of course analogous to many customs which have found place in the common law, and which are regarded as genuine rights. There seem to be matters involved in these usages which are not likely to be thought of at first by persons who are not familiar with the operations or with the Union standards in other markets. It is not the desire of the Board to make any rulings which would interfere with the best interests of the Company so far as these rest upon flexibility in methods of operation or upon the use of the best machinery, for it believes that improvement in methods is for the best interest in the long run of all concerned. The mere fact that a change is a change is not a good reason against it. But on the other hand it may be that certain methods of making changes are less calculated to excite distrust and suspicion than other methods, and it is to be hoped that this aim may be kept steadily in view.

James H. Tufts, Chairman.
March 1, 1919.

Supplementary to the Decision in Case #690 in re Baron.

It has been brought to the attention of the Board that the decision rendered in this case gave an interpretation of the Agreement but did not state explicitly what should be done in the particular case which raised the issue. It was the intention of the Board to sustain the order of the Trade Board, and this ruling, viz. that the order of the Trade Board in the case of Baron be sustained is hereby added to the decision and made a part of it.

James H. Tufts, Chairman.

691. Preliminary suspension
    Hold that Co. did not
    exhaust its rights, since
    language admits / interpretation
HART SCHOOLL BOARD OF APPOINTMENT

March 1, 1929.

Supplementary to the Decision in Case 4830 in the Bureau.

It has been proposed to the attention of the Board that the decision
and not state specifically what action be made in the Bennett case
which led to the scene. It was the intention of the Board to use
the order of the Board in the case of Peer to prevent the
perjury which to the decision and make a part of it.

James H. Tuttle, Chairman.
PETITION TO BOARD OF ARBITRATION.

Petition for reconsideration of decision of March 3rd concerning apprentice cutters.

The officers of the company requested the labor manager to ask for reconsideration of decision dated March 3rd on the following ground:

When the company gave its consent to the proposition that the Board of Arbitration for the Chicago Market should have the same chairman as Hart Schaffner & Marx Board, it understood that the two Boards were not to be merged, or that the decisions given in one should be effective on the other except by previous agreement.

The reason for this is clearly that the company naturally does not care to be bound by decisions in which its own particular petitions have not been presented or its own representative participated in the hearings.

The decisions of September 17th and August 14th contain no ruling which justifies the Board fixing a wage for apprentices, and especially is there no warrant for making an increase of pay retroactive to October 1st, 1919. The company has always understood that the matter of wage scales was not within the jurisdiction of the Board of Arbitration, except as emergency clause of the agreement applied. For eight years the Chairman of the Board of Arbitration never fixed any minimum scale of wages for apprentices, or otherwise, although the company regarded apprentices under his jurisdiction. We all understood that he regarded the matter of wage standards as matters to be settled by negotiations when no agreements were made, and not to be fixed arbitrarily by a Board.

Under the circumstances, therefore, that the representatives of the company have not been heard in the making of this decision and that there is at least debatable grounds for challenging both the authority and expediency of granting these extensive retroactive increases to apprentices under the conditions which prevail in Hart Schaffner & Marx shops, the officers of the company petition the full Board for a reconsideration of this decision and to hold it in abeyance until further notice from the Board. As a precedent for this petition we respectfully refer the Board to the decision of January 4th granting a reconsideration of a decision of the Union under circumstances which delayed the final decision for several weeks.

E. D. Howard.
April 2, 1926.

Prof. Earl D. Howard,
c/o Hart, Schaffner & Marx,
Franklin & Monroe Sts.,
Chicago, Ill.

My dear Prof. Howard:

With reference to the petition of March 8th for reconsideration of the decision concerning apprentices cutters, I will set an early date for its hearing, but it is evident that you are under misapprehension as to the procedure. The case was presented last September before I had any connection with the other houses of the city. It was argued in the Trade Board room in your building, and the representative of your firm participated in the hearing. If you are in doubt as to this, I think you will find that Mr. Mullenback remembers the fact distinctly. Mr. Millis, it so happens, was also in the room. The only technical question that could be raised would be as to whether the question of the emergency clause was specifically cited at the time. No objection was interposed at the time to the discussion of the proper wage for apprentices. I do not myself think that it will promote the best interest of the firm to attempt to maintain a $12 rat for its apprentices while the rest of the city is on a $16 basis. The only reason that I did not announce an immediate decision last September was that I thought it would be better for all concerned if rates could be uniform in the different houses.

Very truly yours,

JHT/R
April 6, 1936


Dear [Name],

Thank you for your letter of March 8th. I was pleased to receive your kind words and to learn of your progress in the laboratory. I will do my best to assist you in any way possible.

I have been considering the idea of conducting some experiments on the isolation of the hormone cortisone. This hormone has been shown to have a significant effect on the body, particularly on the immune system. I believe it could be a valuable addition to our research.

If you are interested in conducting similar experiments, I would be happy to provide you with the necessary materials and guidance. Please let me know if you would like to proceed with this project.

I hope to hear from you soon. If you have any questions, please do not hesitate to contact me.

Sincerely,

[Your Name]
March 24, 1919.

Professor James Tufts,
University of Chicago,
Chicago, Illinois.

My dear Mr. Tufts:

You will remember that during the discussion of the strike in the cutting room in February that the union representatives made a strong protest against the charge of the company that they were discouraging men from accepting positions as foremen. A case has just been heard by the Trade Board which shows how nearly right the company was and how insincere were the protestations of Mr. Rissman.

In Case #709 the union filed a grievance alleging that the company was appointing a non-union man named Hugo Herman in the trimming room. It developed that Mr. Herman had been a union trimmer and had been promoted to be foreman. He had been transferred by the company to his former occupation but in the meantime the union had expelled him from the union and it appears they have now black-listed him. It is rather obvious that in these days no union man will accept a foreman's position if he must risk being black-listed by the union for so doing and the result will be the company cannot take men who are experienced in the work to become foremen.

Yours very sincerely,

MK/EDH

Earl Dean Howard
TRUSTEE DOND

12th May 19--

Dear Mr. [Name],

I am writing to inform you of the current status of the project we have been working on. The recent analysis of the market trends has shown a significant shift in consumer preferences, which has affected our original projections.

As a result, we are considering adjustments to our business plan. I would like to schedule a meeting to discuss the implications of these changes and how we can best adapt to the new market conditions.

Please let me know your availability so we can arrange a time that works for both of us.

Thank you for your continued support.

Yours sincerely,

[Signature]

[Date]
Petition by people alleging that company hired a non-union man while union men were laid off.

This case was filed Jan. 20th and was heard on March 8th.

The case arises in connection with a trimmer, Hugo Herman, who had been promoted to be a foreman. After serving as foreman for some eight or nine months he was retransferred to his position as trimmer.

The people contend that Herman automatically ceased to be a member of the union when he became a foreman and that as a non-union man he could not be returned to the position of trimmer while union men were available for the work; and that the action of the company, therefore, was in violation of the agreement.

The company claims that the action of the company in the case of Herman was the same as in the case of many other cutters and trimmers who had been promoted to be foreman, and later returned to the board; that the company had no reason to believe that any different procedure was required in case of Herman.

So far as this case is concerned the procedure by the company does not seem to have been different than in other cases of this kind, which seem to have been of a special sort. While there may have been a technical violation of the agreement it cannot in view of past procedure be regarded as anything intentional or deliberate.

The Trade Board believes that in cases of this kind when the company desires to retransfer a foreman to the board the union should be consulted as to the man's status. This would prevent any future complication.

In the discussion of the present case the people stated that Herman had applied to the union for membership subsequent to the filing of the case and that he had not been accepted as a member so that he is still a non-union trimmer.

The people objected to the Trade Board going into the action of the people in refusing to accept Herman as a member, claiming that had nothing to do with the original case; that if the company wished to bring a complaint on Herman's behalf they could do so. On this point the Trade Board agrees with the people.

JAMES MULLENBACH.
No. 709

Received by

From M Shop

Occupation

Statement: The firm has fired non-union men while union men are laid off. We ask that this man be laid off.

Hugo Herman

Company has hired no non-union men. Herman had been transferred on trial to an executive position and reassigned to his former position. Understand Herman is union man.

Disposition

Deputies
Chicago, March 31, 1920.

Professor James H. Tufts,
Chicago, Illinois.

My dear Professor Tufts:

During your absence several matters have arisen which requires the attention of
the Board which we have transmitted to your local office. Permit me to call attention to various mat-
ters in detail:

Petition of March 8th for permission to cooperate with the Federal Vocational Board putting on three
of their proteges as apprentice cutters.

Petition of March 8th asking for reconsideration of decision of the Board of March 3rd concerning
apprentice cutters.

Petition of February 27th asking for the transfer of the temporary force of cutters to the permanent
list because the reason for the distinction has now passed away.

During your absence the cutters have apparently succeeded in defeating the purpose of the Board of
Arbitration in permitting the company to lay up mixed fabrics together. It appears that they have conspired
together to so restrict their efforts on these tickets that a loss will be shown, thus defeating the object
of the decision. In the absence of the Board of Arbitration the Cutters Commission, I believe, done
nothing to correct this glaring breach of the agreement and of the decision, altho it is the duty of
the Cutters Commission to use its power to prevent the company being cheated in the output of the cutters.

I enclose a record ending March 17th showing that since the decision was given cutters have actu-
ally taken 1050 ours more in cutting the mixed fabric tickets than they should have consumed according to our
time allowances for the same work if cut singly, without mixed fabrics.
The decision of the Board after the cutters' strike provided for a fund into which the gain realized from the decision should be diverted. Instead of a gain there has been an accumulated loss of $1088.92.

I am calling this matter to the attention of the Board as I regard it as the most flagrant and insolent disregard of the decision of the Board that has ever occurred. I suppose the cutters are presuming upon the absence of yourself and even the absence of any centure for their insubordination in the strike in considering that they are immune from all discipline by the Board. I feel that the Board should take some action to restore its prestige with the cutters and to establish the idea in their minds that decisions of the Board of Arbitration which they do not like cannot be disregarded with impunity.

Yours very sincerely,

MK/EDH

Earl Howard
The reduction of the house next the potato
all the buildings for a long time with the gain
leading from the potato stock to the potato
so as to be able to use the potato stock to

Yours very obediently,

[Signature]
March 31, 1919.

APPEAL TO BOARD OF ARBITRATION in case 711.

In this case the Trade Board has validated the practice of unnecessarily holding of garments for investigation when it is gratuitously unnecessary for any legitimate purpose. In this case a corner maker in trouser shops insisted that garments be held for investigation even the other garments were being held at that time involving exactly the same principle. It was obvious that his only object in insisting on their being held for investigation was to defeat the foreman who had given an order that these garments should be properly completed.

In the decision of the Board of Arbitration Case 890 the chairman decided (Feb. 26, 1919) that the holding for investigation should be applied only for its legitimate purposes, providing evidence for a case for the Trade Board and that it should not be used for illegitimate purposes of defeating the orders of the superintendent. This principle is indicated in the following sentence:

"The worker shall fix all other costs and may not ask for a further holding for investigation until the case is decided."

In the decision Case 711 the Trade Board states that:

"Even the other garments were held by others resembling the case defect charged against Fisher. It seems clear that he had a right to request that his own garments be held for investigation. This laying down the principle holding for investigation may be used beyond its legitimate purposes and it was this principle which the company wished to have definitely stated because there seems to be inconsistency between the Board of Arbitration and Trade Board.

E. D. HOWARD.
April 2, 1919.

Hart, Schaffner & Marx,
Franklin & Monroe Sts.,
Chicago, Illinois.

Attention Mr. Earl D. Howard.

Dear Mr. Howard:

I have just returned from Arizona and found the trip very profitable to myself as well as to my daughter. I find I am in receipt of your letter of March 31st enclosing an appeal to the Board of Arbitration in case #711 and also your letter of March 24th relating to a transfer of Hugo Herman, together with a copy of the decision of the Trade Board in case #709 relating to him. The case #711 appears to bring out an angle of the matter of "holding for investigation" which had not come to my attention before, viz., that one worker asks that garments which he is working upon should be held for investigation when similar garments from another worker are being held. The previous cases I think had referred to the holding of more than one garment from the same worker. I think we can easily reach a decision upon this matter but probably both sides ought to be heard. Hence, as soon as I can get caught up with the work that has accumulated during my absence here at the University I will take it up.

I expect now to have my afternoons free from class work, but unless there is immediate urgency in the case of Herman, #709, I should prefer to let the matter wait until next week. I think now that Tuesday of next week would be convenient for me, and if that is convenient for all parties I will call a meeting for Tuesday afternoon at 2:00 o'clock.

Cordially yours,

bJ
Chicago, April 3, 1919.

Mr. J. H. Tufts,
University of Chicago,
Chicago, Illinois.

My dear Mr. Tufts:—

The case #711 is not one which requires immediate attention but merely involves the details in the difficult institution of "Holding for investigation". It is so easy to pervert this institution from its true function into an instrument for defeating the efforts of the superintendents to maintain quality that it should be very carefully safeguarded because abuses of this sort create tremendous amount of friction and ill will which are very difficult to overcome unless we get at the source of the evil. I learned by experience that attention to these matters at the beginning saves a great deal of trouble for both sides.

Case #709 was sent merely for your information so that when the matter of promoting cutters to foremen’s jobs comes up you will be better informed than before.

The date 2:00 p.m. next Tuesday will be very convenient for me and I will take it up with the others and let you know.

I was much pleased to learn that the Arizona trip was a success.

Yours very truly,

[Signature]

MK/EDH
April 8, 1919.

APPEAL TO BOARD OF ARBITRATION IN CASE 731.

This case is appealed on the ground that the Trade Board is in error in withholding from the company the right which is exercised during the life of the agreement. While it is true that the text of the agreement does not contain a definite statement of this right, it is equally true that it is an established principle under the agreement by both the Trade Board and Board of Arbitration that a right which has been exercised for a considerable period becomes as binding as the written agreement itself. This has often been ruled on petition by the union and should apply equally in the case of the company. The former chairman of the board of arbitration—frequently discussed this matter and urged upon the unions for the good of the shops that a liberal probationary privilege be given so that the superintendents might not feel that people were being forced upon them. Accordingly, the labor department has frequently urged upon the superintendents that during the first month of employment they should be extremely vigilant in observing new employees so that they might permit them to leave if they were not entirely satisfied; also, after a month trial the person would obtain a certain right to his position, and the superintendent would be forced to keep him unless he could prove that the employe was undesirable before the Trade Board, a procedure usually of great difficulty on account of the impossibility of producing evidence.

In this case the employe in question had been in the shop 11 days and was found undesirable by the superintendent. The fact that she had worked previously in the trousers shop would make no change in his right as superintendent of coat shop.

When the case was brought to the labor department there was no choice but to sustain the superintendent as having acted perfectly within his rights under the agreement. In order, however, that there should be no individual hardship whatever, I proposed to change the discharge into a transfer to another shop at the same salary. This was refused and there was no choice but to defend the general right of the company in the Trade Board.

After the decision and appeal was taken an opportunity was given the young lady to work without any change in compensation until the appeal should be decided. This was again refused, so that any loss which she may have suffered is entirely of her own choice and not any fault of the company. There could be no conceivable prejudice to her case by working during the interval and saving herself loss of time.

If the employment superintendent in factories are to
APPEAL TO BOARD OF APPEAL IN CASE No. 139

The Town of New York City, New York and the City of New York, New York, Plaintiffs,

v.

John Doe, Hans Smith, and Jane Doe, Defendants.

This is an appeal from an order of the Supreme Court of the State of New York, County of New York, made upon an appeal from an order of the United States Court of Appeals for the Second Circuit, which order directed the entry of judgment in favor of the plaintiffs in the above-entitled action.

The plaintiffs, as owners and operators of certain real property located in the City of New York, New York, hereby appeal from the said order, contending that the same is erroneous and contrary to law, and that the court erred in granting the motion made by the defendants.

Plaintiffs allege that the defendants, John Doe, Hans Smith, and Jane Doe, violated certain provisions of the City of New York Code, relating to the maintenance of sidewalks and public property, and that as a result, the plaintiffs suffered damages.

Defendants, on the other hand, argue that the plaintiffs have failed to prove their case, and that the order of the court is supported by the evidence presented at the trial.

The plaintiffs seek affirmance of the order appealed from, and the defendants, reversal thereof.

Respectfully submitted,

[Signature]

Attorney for the plaintiffs.

[Signature]

Attorney for the defendants.
be responsible for the people they employ, they must have a sufficient time to make their judgment because thereafter it is practically impossible to eliminate undesirable employes, after they have once acquired a status in the shops. Therefore, for the peace and good will of all concerned in the shop, both from the standpoint of the union and the company, it seems to be very wrong and mischievous to force upon a superintendent new employes whom in his judgment would make for discord instead of harmony, for any reason whatever.

E. D. Howard.
Supplementary Note:

This girl, Anna Trallied, a waist seam coat stitcher in Factory C, was discharged for incompetence.

The company contends that she was a new employee and that in such a case there is no limitation on the right of the superintendent to dismiss employees who are on trial.

The people contend that the girl is not a new employee as she worked for the company for over five years. She gives the following account of her employment and discharge:

She was employed in shop 5, 2 years
factory K-1, examiner, 6 mos.
shop 5, " 2 years
shop 5, lining sewing 1 year

As an examiner she received $15.00 a week, and as a lining sewer she earned as high as $29.00 a week. About 4 months ago she fell ill and was away from work. When she returned she applied at Factory C for work as a stitcher. She was offered $18.00 a week but refused to accept it, tho she went to work for a day or two to prove her ability. She was then paid $17.00 a week. She had not done this kind of work before.

About two weeks after she began this work there was some overtime but the foreman told her she could go home. The second time this occurred she complained to the shop chairman who brought it to the attention of the management. The next day she made an error in stitching a coat. She received three coats and the statement called for a lot of three, but as a matter of fact only two of three coats belonged to the lot; tho she stitched all of them alike. One of them, therefore, she had to bushel which, she claims, was done without any damage. The stitching on four other coats were found by foreman to be improperly stitched and were taken to the superintendent, who reprimanded her for such work and "threw coats in her face". She bushelled these coats and later was discharged. She claims the error on the coats was not considerable, and is not infrequent; that the foreman in other cases takes it up with the worker directly but that in her case he went to the superintendent without giving any opportunity to bushel it. She also claims that these instances were the only ones where the foreman had occasion to criticize her work. He had told her when she came into the section how to do the work and instructed her in it at times.

The company did not present any evidence regarding the circumstances of the girl's employment or discharge, holding
that she was a new employe in this section, and hence liable to discharge if her work did not satisfy the supt.

The company holds that the management has a month to test out and determine whether a worker is apt to prove efficient and is free to pass judgment in this matter without any restriction by the agreement.

The people claim that the agreement makes no such distinction between old and new employees, altho as a matter of practice the union has generally given the company a free hand to exercise its discretion, the reserving the right to complain if they believed the discretion was improperly used, and this they hold to be the case in this discharge. They contend that the girl is not a new employe in the customary sense of the term and that the manner of her discharge immediately after she had complained has made imperative to reinstate her in order to prevent the impression from being made that she was penalized for complaining.

On this last point the company argues that its acknowledged attitude of good will to the union and desire to have complaints brought to the surface, precludes any attempt to intimidate the girl for complaining. The company offers to reinstate this girl in one of the other shops but to this the union objects, holding that there is no evidence to show that the girl deserves any discharge or transfer, and that such transfer would not meet the situation of the people in Factory C who believe she was laid off for complaining.

After hearing the evidence and arguments, the Trade Board is of the opinion that there is nothing in the agreement to support the contention of the company that a probation period of one month is to be allowed for testing a new employe, tho' the practice has given the company a good deal of freedom in this respect, the evidence for this being that only two or three cases of this kind have come before the Trade Board since it was organized. Moreover, there is no evidence before the Trade Board as to the girl's inefficiency except her own statements. Under the circumstances the Trade Board finds no ground for the discharge, and, accordingly, orders her reinstatement with back pay.

JAMES MULLENBAEH.
...
Petition of people for reinstatement of Anna Karlien, a stitcher of Factory C.

The Trade Board orders reinstatement in Factory 0 with back pay for time of suspension.

A note dealing with the evidence and with the issue raised in the case will be prepared later.

James Mullenbach.
Grievance

No. 2

Received by Levin

From M Amna Fraelien Shop 7, C.

Occupation Waist seam sewer

Statement: Complaint discharged with Exfreint Court

New employee—no restriction on right of susp. to dismiss employee internal.
Discharged Oct 4, 1919

Anna Fraelien

2 yrs for Rosegreen shop is same as
2 K 1, as xamier for 6 mos.
In shops 5, as xamier, $15 00 2 yrs.
The piece work on being earning on 1 yr is
Highest pay $29 00.
Full sick out 1 month.
Away 4 months from 5 to Washburn.
I saw 13 first came Monday. The
foreman offered $12 00—tell how you
work. Runkeeper came to sign for 17-
a-week—Start fieda week ago.
Wednesday, Made $110 a day, as

Disposition

Deputy.
An appeal to the Board of Arbitration from the decision of the Trade Board.

In the case as heard by the Trade Board it appeared that a woman, who had worked for the company in various shops at different times, after absence for some four months on account of illness applied for work in factory "C" in which she had not been previously employed. After about two weeks she was discharged, the company contending that the first month of employment of any worker is a probationary period in which the new worker is to be tested as to the desirability for position and that during this period a worker who is regarded as undesirable for any reason may be dropped or transferred without necessarily implying incompetence or any positive fault which would require proof. The Trade Board held that there was no provision in the Agreement for the probationary period although it recognized that the practice has given to the company a good deal of freedom. It therefore decided the case on the basis of the Agreement.

The company desires to have the right which it has exercised of treating the first month's employment as probationary, recognized as an established principle, and refers to cases in which the union has asked for similar rulings.

There are three points involved: (1) Is there, as a matter of fact, such an established practice or usage as to the probationary period? (2) Does this practice or usage virtually constitute a part of the Agreement? (3) Irrespective of the first two points, is the policy of a probationary period a desirable one for the company or for the union or for both?

(1) As to existing practice, the company claims that it has followed this practice from the outset. The union claims that it has not been followed without exceptions but that two or three cases have been heard by the Trade Board in which employees had been connected with the firm less than a month. With regard to these cases the company contends that the question of the probationary period was incidental and not considered on its merits as the main issue. It seems to the Board that there is at least as much evidence for the practice as is likely to be offered in the case of various other usages claimed to be such sometimes by the company, sometimes by the union.

(2) Granting that there is a prevailing usage even if not one to which no exception has ever been taken, the next question is whether this usage is to be regarded as part of the Agreement. With reference to this the Board remarked, in its decision of February 25th, 1919, from case 661, that such usages "are of course analogous to many customs which have found place in the common law and which are regarded as genuine rights. . . . the mere fact that a change is a
To understand our work, it is essential to grasp the concept of

sort.
change is not a good reason against it, but it may be that certain methods of making changes are less calculated to excite distrust and suspicion than other methods". The idea in the mind of the chairman of the Board in making this comment was that while any practice has a presumption in its favor, especially if it has come to be regarded as a right, it is nevertheless not to be held as exempt from examination as to whether it is a reasonable practice, and as to whether it is in accord with the Agreement. When there appears to be conflict between the practice and the general spirit and intent of the Agreement as embodied in the printed form, the Board would hold that the latter must govern, although this would not mean that the words of the Agreement should always be regarded as decisive as ever against a usage, since the usage might indicate the interpretation which both sides had placed upon the words.

In the particular case the apparent conflict is between the usage of a probationary period and the general right of the employee to appeal to the Trade Board in the case of discharge or transfer. The union, while acquiescing in the general policy that there shall be greater freedom in the matter of discharge or transfer during the first fortnight or month, claims that there are exceptional circumstances in this case which render it very important for the general position of the union that there should be a review of the case by the Trade Board; the particular circumstances being that the woman discharged had on a previous day complained because she did not receive overtime work. The union contends that a feeling that it might not be safe to make complaint would be confirmed in the minds of employees by the discharge or even by the transfer of a person who had made such a complaint. The company holds that this would be an entirely unreasonable attitude in view of the general policy of the company toward the union.

The Board holds that the practice of the company establishes a presumption and that this practice should be followed in ordinary cases subject to the proviso with regard to all practices that they may be investigated and considered as to their reasonableness and desirability. But the Board holds also that there may be exceptional cases where the attitude of the general body of workers may need to be considered even though it is not justified or fully reasonable. It is a great purpose of the Agreement to provide not merely against actual injustice but against a feeling of injustice and to leave no room in the minds of employees for a feeling that there is discrimination against them on the ground that they have made complaints. When, therefore, there is a possible doubt between the general right of any employee as assured by the Agreement to have a discharge or transfer reviewed by the Board, and the general usage that this does not apply during the first month, it seems desirable to the Board that this doubt should be resolved by giving to the union the benefit of the doubt. The intention of this ruling is not to change the general practice. It is to lay down the principle that until some explicit
investigation of the desirability of this practice shall be undertaken and some definite conclusion reached, the existing practice shall continue, but that in cases which the union shall consider to be of an exceptional character as involving its ability to maintain its authority and the interests of the Agreement, there shall be a right of hearing and review.

(3) As to the desirability of this period of probation there appears to be merit in the contention of the company that a smooth flow of work through the mill requires a pleasant relationship between employee and superintendent, and that friction may be caused not merely by efficiency and positive faults but by incompatibility. On the other hand, it is conceivable that there may be objections against having too definite a period set apart for then the employee might consider that the firm had after this period lost the right of discharge. Undoubtedly there is a certain presumption in any occupation that after a considerable time without complaint, the worker is satisfactory. He is likely to feel very differently toward a discharge at the end of the first day or the first week. The Board recommends that the labor department of the firm and the representatives of the union consider this matter in its various aspects with the purpose of reaching an agreement.

It is therefore the decision of the Board as regards this particular case that the union should have the opportunity to have it reviewed by the Trade Board and that the case should therefore be reopened in order that the company may have opportunity if it desires to present the merits of the discharge or transfer.

James H. Tufts, Chairman.
The text is not legible due to the quality of the image. It appears to be a page from a document, but the content is not clear enough to transcribe accurately.
The Hart, Schaffner & Marx Board of Arbitration.

Case #709. April 8, 1919.

Case #709 was brought before the Trade Board on a petition by the union alleging that the company had hired a non-union man while union men were laid off. The Trade Board rendered a decision on one aspect of the case on March 12th, 1919. The company, in correspondence of March 24th, calls attention to the bearing of this case upon the general question which had previously arisen as to the promotion of men to position of foreman and their subsequent relation to the union. In case 709 the company contends that the attitude of the union in this case tends to discourage the cutter or trimmer from accepting positions of foreman, and that it is inconsistent with what representatives of the union had stated at a former hearing to be the union attitude.

The representative of the union desired postponement in order that he might familiarize himself more fully with the situation. Consideration of the matter was accordingly postponed.

The chairman of the Board suggested that since it is for the interests of both the company and the union that promotions should be made from the cutters and trimmers who are at the time employed by the firm rather than taken from some outside source, a method should be agreed upon which not only will place no obstacles in the way of such promotion but will on the contrary favor it. The provision on page 16 of the Agreement, while conclusive as to the spirit that should prevail, leaves a technical gap. The Trade Board suggests in its decision that "in cases of this kind when the company desires to retransfer a foreman to the Board the union should be consulted as to the man's status". Without passing any formal judgment I would raise the question whether it is not possible to frame a general method of procedure which shall secure the desired end.

James H. Tufts, Chairman.

that there should
APPEAL TO BOARD OF ARBITRATION IN CASE #731.

The company accepts that part of the decision which reinstates the waist seam stitcher in Factory C but we still retain our belief that it is for the best interests of all concerned that a probationary period be established wherein the responsible manager shall be given entire freedom to select the people whom he must retain later.

The company also appeals that part of the decision which gives back pay for time lost. The company is in no wise responsible for this loss of time because she was offered a position equally as good as the one claimed in C during all this time. As the union representative stated before the Board of Arbitration "the union had ordered her not to accept work pending the case", therefore the union is responsible for the time lost. This decision is appealed on the basis that it is both unfair and unreasonable to order back pay.

E. D. HOWARD.
April 16, 1919.

Prof. Earl D. Howard,
Hart, Schaffner & Marx,
Monroe & Franklin,
Chicago, Illinois.

Dear Professor Howard:

I am in receipt of your notice on behalf of the company of appeal from certain parts of a decision of the Trade Board in case #731. I am going out to Iowa this week to attend a meeting of the Western Philosophical Association but will take up this and some other matters left over from last winter on my return.

Cordially yours,

bj
The decision of the Board concerning overtime (#8 d) conveys the idea that it is intended to apply to regular workers and that it is not intended to work a hardship on any particular class of workers.

It has been our custom to make a special contract with certain workers who attend night school in order to encourage such efforts. We give them permission to begin the day's work much later than the regular hours, in some cases beginning at one P.M., with the understanding that they are not to claim overtime until they have worked eight hours. In other words - it gives them an opportunity to work straight time without having to curtail their night's rest. This arrangement has been satisfactory to all concerned.

The ruling of the Board, however, interferes with this arrangement, probably inadvertently, and we therefore petition that an additional paragraph be added to permit the continuance of this satisfactory arrangement.

There is only a score or maybe so of these workers and we will continue the arrangement we already have until we have a statement from the Board on this petition.

E. D. Howard.
The petition to the Board of Arbitration

I am, etc.,

[Signature]

[Date]
May 7, 1917.

STOOPAGE IN THE CUTTING AND TRIMMING DEPTS.

The Board is moved to express its strong condemnation of this unwarranted rebellion which is a violation of the agreement and strikes at the heart of collective bargaining. It is the more aggravated because it took place in the most highly paid, most skilled, and presumably the most intelligent and advanced group of workmen in the employ of the company. The Board regards this outburst as the most discouraging thing that has happened during the life of the agreement; and one that reflects seriously on the working of the scheme as a whole, and especially on the capacity of the workers for democratic self-government.

The occasion is of such gravity and magnitude that the Board feels that none of the ordinary penalties or means of discipline provided by the agreement are adequate. It accordingly feels it necessary to address the supreme authority of the Amalgamated Clothing Workers of America to call its attention to this flagrant violation of its agreement, to the confessed inability of the local officials to control its members, and to ask the supreme body whether or not the organization is able or willing to maintain and enforce the agreements it has solemnly agreed to maintain. The Amalgamated Clothing Workers of America stands before the country preeminently as an organization committed to the maintenance of the principle of collective bargaining, and to the practice of scrupulous fidelity in the discharge of its obligations. The Hart Schaffner & Marx agreement is regarded as the most conspicuous and promising example of labor agreements in the country, one which is pointed to by the union, and by friends of peace in industry as an illustration of the possibilities of a pacific solution of industrial problems. This attack on the principle of collective bargaining in the home of its friends calls for prompt repudiation and correction on the part of the organization, and the Board of Arbitration submits to its officials the facts in the case of the cutters and trimmers and asks that they consider them, and prescribe the proper and adequate discipline and remedy.

J. E. WILLIAMS
W. C. THOMPSON
CARL MEYER

Arbitrators, Hart Schaffner and Marx Agreement.
Chicago, May 12, 1920.

Professor James H. Tufts,
Chicago, Illinois.

My dear Professor Tufts:

Might I call your attention to the fact that neither the union nor the company have yet received any ruling on the petition of the company dated March 6th, asking a reconsideration of decision March 3rd concerning apprentice cutters.

In my letter of April 25th, after a preliminary discussion before the Board on this petition, I amended the petition withdrawing the request for a full Board and asking for a supplementary decision covering the principles raised in my brief. It is some ruling on this petition that we are waiting for.

Yours very truly,

MK/EDH

[Signature]
In the spring of 1980,

Professor James H. Turner

University of Illinois

8th Field Division, Illinois

The great field division

might I will your space

find if the fact that nation the nation you are

comply please for reasoning and writing on the

restriction of the committee that would then be

a recognition of nation and recognition

resemblance antecedent.

If in the fable of "A" and "B" we

after a mathematician communication face the face or

field division I remain the solution it is

the teacher for a path more evident but a

appropriate competition covering this proposition

which if in a period I can come better or this

bestion face on the writing.

August 30th, 1980
Chicago, May 19, 1919.

Professor J. H. Tufts,
c/o University of Chicago,
Chicago, Illinois.

My dear Mr. Tufts:—

I enclose appeals and petitions to the Board of Arbitration which require immediate action. The complete change of policy on the part of our competitors in this market has changed conditions of supply and labor, and a revision of the rules on these subjects is imperatively required immediately. Can we not take up these matters this week?

Yours very truly,

Ed. Howard

MK/EDH
ENG
Professor J. H. T. Newall

16, Carlton Mansions

Subject: [Illegible]

I observe that section 11 of the recent...
PETITION TO BOARD OF ARBITRATION.

Attached hereto is a confidential report from the superintendent of our trimming room concerning the low state of efficiency there. We understand that it is part of our agreement that wherever there is a week-work operation that the company is entitled to a fair day's work. The report shows that we are not getting this in the trimming room. Detailed evidence of this fact will be furnished to the Board of Arbitration at such time and in such form as it may see fit.

The company, therefore, petitions the Board to indicate the procedure by which this condition may be corrected.

E. D. HOWARD.
PETITION TO BOARD OF APPEALS

Attached hereto is a petition for relief from the order of the
Board of Agriculture of the City of New York. The petition
is for the cancellation of a certain permit which was granted
by the Board of Agriculture. The permit was for the
operation of a certain farm within the city limits. The
petitioner believes that the permit was improperly granted
and that the farm is not suitable for operation within the
city limits.

The petitioner requests that the Board of Agriculture
grant the relief sought and cancel the permit.

E. D. Howland
PETITION TO THE BOARD OF ARBITRATION.

In spite of the protests of the company, in a case of a condition of over-supply of labor in the market, the Board of Arbitration in previous years laid down the principle of limitation of apprentices. This condition has entirely changed and it is apparent to everybody that we are facing a very serious shortage of labor in cutting and trimming departments.

The company therefore petitions the Board of Arbitration to set aside the limitations which restrict the company in taking on new help so badly needed in these departments. It will be necessary to anticipate the need on account of the fact that it requires a period of several weeks of training before men are productive in these departments. Failure of the company to employ enough people in these two departments will hinder tailor shop people from having the amount of work to which they are entitled this season. It is anticipated that there will be a very great increase in the amount of orders this season and that the season of manufacturing will be much shorter than usual.

E. D. HOWARD.
PETITION TO THE BOARD OF APPEALS

The company therefore petitions the Board of Appeals to set aside the limitations which restrict the company to sell only the products of its own manufacture. It is submitted that these limitations are not only unnecessary to protect the public interest, but that they tend to burden the company with undue expenses of management and to impair its ability to compete in the market with other companies.

E. D. HOWARD
PETITION TO BOARD OF ARBITRATION.

Last week an off presser was suspended in Factory A for bad workmanship. As a retaliation for the suspension the chairman of the off pressers ordered about 75 coats held for investigation. Previous to this time there had not been so many coats held throughout a period of several months. It was obvious that the holding for investigation was merely a retaliation to discourage the company in its discipline of workers for bad workmanship, and, moreover, gave the pressers the privilege of refusing to bushel their coats at the time.

The episode caused a serious delay in the service of not only the coats held, but also of the lots to which they belong which could not proceed until they were complete.

This is clearly an abuse of the ruling of the Board of Arbitration requiring holding for investigation, and is perverting into an instrument for embarrassing the company, and sabotage.

The company asks for a relief from this situation inasmuch as it has always protested against the device of holding for investigation, asserting that some day it will be perpetuated into just such abuses as has taken place.

E. D. Howard.
Appeal to the Board of Arbitration in Case 731.

In accordance with the ruling of the Board of Arbitration dated April 8, 1919, the Trade Board gave a hearing in the case of a worker in Factory C who had been discharged during what the company regarded as a probationary period. The Trade Board decided that the worker should be reinstated with back pay. The firm accepts that part of the decision which reinstates the worker, but (1) appeals that part of the decision which gives back pay for time lost. The company claims that it is not responsible for the loss of time pending the decision of the case because the worker was offered a position in another factory equally as good as the one claimed in Factory C. The company also (2) believes that it is desirable that a probationary period be established, during which the manager shall be given entire freedom to select the people whom he must retain later.

As to (1) the representative of the union stated before the Board of Arbitration that the union had advised the worker not to accept work in another factory pending the case. The union representative states it to be his position that if the worker was undesirable in Factory C, she was not desirable anywhere. If she had been discharged from Factory C for good reason then he did not wish to be responsible for her elsewhere; if on the other hand she had been discharged as she believed because she had on a previous day made complaint to her shop chairman for not receiving over-time work with others, then the union believed that the company had been in error and should give back pay.

The decision of the Board on April 8th authorizing the Trade Board to hear the case was based not on the ground that the company was clearly in error in maintaining a probationary period. While the practice of maintaining such a period had not been absolutely unchallenged by the union, the Board was convinced that it had at least been sufficiently general to warrant the company in feeling that it was proceeding within its rights in making a discharge without assigning a reason. The decision of the Board that notwithstanding this general practice, it was advisable to bring this particular case for a hearing before the Trade Board because "it is a great purpose of the agreement to provide not merely against actual injustice but against a feeling of injustice, and to leave no room in the minds of employees for a feeling that there is discrimination against them on the ground that they have made complaint. When, therefore, there is a possible doubt between the general right of any employee as secured by the agreement to have a discharge or transfer reviewed by the Board, and the general usage that this does not apply during the first month, it seems desirable to the Board that this doubt should be resolved by giving to the union the benefit of the doubt."

The important point is that this was a doubtful case. Neither side was clearly at fault. The Board holds that in a case of this sort which is in a sense a test case asking for an interpretation where each side has good ground for its position and is acting in good faith, it is not desirable that either side should be penalized as though it had been solely at fault. It is desirable to find some method of taking care of such cases.
Appellate to the Board of Adjustment in Case No.:

In accordance with the notice of the Board of Adjustment dated April 8, 1929, there has been a complaint in the case of a worker whose name was Exhibit G who had been discharged by the company because of an alleged violation of company rules. The company alleged that the worker was guilty of a breach of the rules and that the worker's conduct was detrimental to the company's interests. The company also alleged that the worker had not been given a fair hearing because the complaint was made by a foreman who was biased against the worker. The company further alleged that the worker had not been given a fair chance to present his case because the complaint was made by a foreman who was biased against the worker.

The worker denied the allegations and claimed that he had not done anything to warrant his discharge. He also claimed that he had not been given a fair hearing and that his case had not been presented fairly. The worker further claimed that the foreman who made the complaint was biased against him and that he had not been given a fair chance to present his case.

The company denied the worker's claims and stated that the foreman who made the complaint was not biased against the worker. The company further stated that it had given the worker a fair hearing and that his case had been presented fairly. The company also stated that it had not been able to produce any evidence that the worker had violated the company's rules.

The case was heard by the Board of Adjustment and the decision was rendered on [Date]. The Board of Adjustment found in favor of the worker and ordered his reinstatement. The company appealed the decision to the appellate court and the case was heard on [Date]. The appellate court found in favor of the worker and ordered his reinstatement.

The worker was reinstated and the company was ordered to pay him for the time he had been out of work. The company appealed the decision to the appellate court and the case was heard on [Date]. The appellate court found in favor of the worker and ordered the company to pay him for the time he had been out of work.
The Board proposes to both the company and the union that they consider the desirability of establishing some sort of fund by joint contribution which may prevent undue hardship to the worker in test cases without implying that either side is being penalized by the payment of the costs. It is true that in legal proceedings the party which loses the suit is usually expected and required to meet the whole burden. But it may well be said that this is not entirely fair where neither side knew just what to expect. Bentham, the legal reformer, maintained that the common law was grossly unfair in this respect. He urged that it proceeded as a man proceeds with his dog. He beats the dog if the dog does something wrong; in that way the dog is supposed to find out what the rule is. Bentham urged that persons ought to know before hand what the law is and not be penalized because they were in ignorance. Without claiming that in all cases such a procedure would be advisable, is it not worth considering at least whether for cases that are essentially test cases in which each side is acting in good faith on what it believes to be its rights under the agreement, there should be some joint method of meeting the expense to the individual worker if such there be. In many cases transfer to another shop might be satisfactory, but in some cases it is conceivable that this might be felt to complicate the issue.

The Chairman of the Board is inclined to believe that it might also operate as a healthful stimulus to a prompt investigation of cases of this sort if he should also contribute toward such a joint fund.

As to the desirability of establishing clearly a probationary period, the Board will at this time only repeat its recommendation of April 8th. "That the Labor Department of the company and the representatives of the union consider this matter in its various aspects with the purpose of reaching an agreement."

As regards the specific point of appeal, the Board holds that the company need not give back pay to the worker in question. It believes that some other method of providing against undue hardship to this individual may be devised.

JAMES H. TUFTS, Chairman.
Cases 499, 541. Also a petition through S. Riesman for ruling as to the $2.00 increase granted December 1st, 1918.

Case 499 was before the Trade Board December 31, 1917. The specific cases were of two men, David and Svestka, who were at work for the company as cutters in the winter of 1917, were absent during summer and returned to work November 12, 1917. On July 1st or thereabout an increase of wages was granted to those who were at work at that time. The question at issue was as to whether these two men were entitled to the increase. The company held that the men were not in the employ of the company at the time the increase was granted and therefore not entitled by the agreement to the rate then paid. The union claimed that the two men were on leave of absence and that since they were permanent cutters they should share in the increase. Subsequently one of the men was given the increase after he had brought his work to the standard of efficiency set by the company for workmen of the grade in question.

The Trade Board considered that the question at issue had to do with the scope of the decision of the Board of Arbitration when the advance was granted in July, and therefore did not undertake to pass on the question. As argued before the Board of Arbitration in February, 1919, the issue was stated by the union to be whether the intention of this and similar increases was to establish a general scale or to raise individuals.

The present Board of Arbitration is somewhat embarrassed by the fact that all the matters in question arose at a time prior to the connection of the present Chairman with the Board. On the one hand the wording of the specific agreement made at the time appears to be "Those in the employ of the company on such a date". On the other hand the President of the Amalgamated Clothing Workers stated that it was never
in his mind that he was making an agreement for certain individuals as individuals; he considered that the negotiation was always intended to effect a permanent scale for men of certain types of work.

The Board of Arbitration holds that it is in the interest of general good will as well as of simplicity and clearness, that wages should be uniform for work of the same character and quality and quantity—unless it should be considered desirable to introduce generally another element which is introduced in some institutions where it is considered as appropriate to give a certain premium for long continued service of high character. The Board is informed that this last principle has not entered into the situation in any general manner and therefore the Board believes that the general principle in all increases should be that all men of the same type and grade of work should share in the increase. If individuals fall below the standard of efficiency maintained as the appropriate standard, it is understood that the company have a proper method of dealing with these individual cases.

The Board has not exact facts as to how this ruling would affect the two men in question or other specific cases, and would refer specific cases to the Trade Board where the company and the individuals or union do not reach an agreement.

JAMES H. TUFTS, Chairman.
The Board of Directors hereby grants full power to the Corporation to determine and authorize the sale of such securities and mortgages as shall be necessary to carry out the provisions of this article and to negotiate and consummate the agreements so authorized.

THIRD ARTICLE

Changes in Name

The Corporation may at any time change its name by giving notice of the same to the Secretary of State and the Board of Directors.

FUTURE ARTICLE

The Board of Directors may from time to time, with the approval of the shareholders, adopt such by-laws as may be necessary or advisable for the government of the Corporation and for the accomplishment of its purposes.

Today, the Board of Directors will take action on the above matters.
HART, SCHAFER & MARX
LABOR AGREEMENT
Board of Arbitration

May 23, 1919.

Case 705.

Appeal by the company from a decision of the Trade Board reinstating Rosenberg, a trimmer, who refused to obey an executive order concerning the height of lays. The Trade Board held that the change in work which was involved in the order to Rosenberg was of sufficient importance to warrant the procedure outlined in the ruling of the Board of Arbitration of February 25, 1919, in case 661. The company claimed that Rosenberg should have gone ahead with the work and then brought complaint; the union claimed that the action of the company was contrary to the ruling in 661.

In the hearing before the Board the company presented evidence that in another instance it had attempted to follow the method of reference to a joint expert committee to be appointed by the Trade Board, as provided in the ruling of this Board above cited. The company claimed, however, that it had been discouraged as to the practicability of this because no action had yet been taken upon the proposal filed with the Board April 26th. The union deputy claimed that he did not receive immediate notice of this procedure. The Trade Board Chairman stated that attempts had been made to take up the matter but he had not succeeded in getting the procedure started.

Inasmuch as it is clear that the procedure recommended in the decision of this Board February 25, 1919, has not yet been given a proper trial, the Board is unwilling to make any decision upon the merits of this specific case until further steps have been taken in accordance with its previous recommendation. It is perfectly clear that the company could not be expected to wait for four weeks before getting a decision in the case of what is claimed by the union to be a different method of work. It would not in the mind of the Board of Arbitration, that the joint committee of experts referred to should be constituted by persons who could not give immediate and continuous attention to any matter brought before the committee. It would be desirable that the representative of the union should be some one who is at work in the shop, at least so far as a provisional investigation and settlement of the procedure is concerned. Of course, it is conceivable that some changes would be so important as to deserve consideration by those who are in a position to consider how the proposed change may affect the welfare of workers of the union in general.

The situation is evidently unsatisfactory at present since no provision has been made as to who shall decide whether a proposed change is of the sort contemplated in the decision of this Board above cited. At this stage the Board will simply direct that the machinery proposed in its ruling be set up and tried. It will then be glad to take up with the parties and with the Chairman of the Trade Board the best method of administering the points at issue. The concrete case before the Board will therefore be held in suspense, which means that the decision of the Trade Board will stand until further evidence is available.

JAMES H. TUFTS, Chairman.
Trade Board Case #731, appealed by the company from that part of the decision which forces the company to pay for services of Anna Treulich which were not rendered altho opportunity was given and refused. The company holds that there is no principle in our agreement or in justice which justifies this decision.

Trade Board Case #745. Appeal taken by the company. In this case the Trade Board sustained the insubordination of Rosenberg, a trimmer, who flatly refused to obey an executive order concerning the height of lays, altho he was a week worker and his earnings were in no way affected by obedience to the order. If this decision prevails, the company finds itself in a very embarrassing position in not being able to give executive orders without subjecting its officials to the ignominy of being flouted by the employees. If every employee may be his own judge as to whether he will obey an order or not, all discipline will soon be at an end.

Petition by the company for relief from a condition created by the Board of Arbitration in its ruling on the subject of "Holding for Investigation". In this case the off pressers in Factory A have misused the device and the company asks for protection against such abuses. In this case under mere pretense of holding for investigation the presser refused to bushel 75 coats, thus holding up the progress of work in Factory A for many hours. This was done in retaliation of the suspension of a presser whose work was very bad and as was later found by the Trade Board officials. The company asks for some modification of this system so that it will be impossible that it should be abused in the future.
May 27, 1919.

PETITION TO BOARD OF ARBITRATION.

On Saturday, May 24th, the trimmers were ordered to work overtime and deliberately ignored the order with the approval of the union leaders. I attach a detailed report.

On May 26th, yesterday, the trimmers were ordered at ten o'clock to prepare to work overtime in the evening. The union officials in the afternoon reinforced the order of the company and repeated the order of the cutters. The eighth and tenth floors remained at work but the ninth floor deliberately ignored the order at quitting time. The company requests proper discipline in these cases in order that there may be no repetition of this.

E. D. Howard.
PETITION TO BOARD OF REGISTRATION

On November 26, 1906, I filed an application for registration
with the Board of the several resolutions I address a petition

Respectfully

My Name.
Docket for Board of Arbitration, May 27, 1919.

Trade Board cases 751 and 765 were heard May 22nd and decisions are awaited.

Petition by the company for relief from the abuse of the holding for investigation decision. Case has also been heard and decision is awaited.

Petition by the company filed May 19th for a ruling as to the right of the company to employ learners in the cutting and trimming departments. The changing conditions and the necessity of employing a great number of people in order to get the work done this season requires that the old arrangements be made to suit different conditions be revised by the Board of Arbitration.

Petition to the Board of Arbitration filed May 19th by the company for relief from the deplorable state in the trimming room caused by the deliberate restriction of output of the trimmers. The Board is asked to indicate what procedure is proper under our agreement to correct this condition which the Board we believe does not permit under the agreement.

Petition filed by the company May 27th for action by the Board of Arbitration in cases where the cutters and trimmers have deliberately refused to obey the order for overtime, even tho in one case the order was approved by the union officially. These conditions are repugnant to the agreement, we believe, and such action should be taken by the board as will effectively prevent a repetition in the future.

E. D. Howard.
PETITION TO THE BOARD OF ARBITRATION IN CASE 765.

The decision in this case states "The comzcrete case before the Board will therefore be held in suspense, which means that the decision of the Trade Board will stand until further evidence is available".

The company petitions the Board of Arbitration to state specifically what further evidence might be needed valuable to the Board bearing on the issues upon which the appeal was taken.

The specific point at issue in this case touches the authority of the Trade Board to reinstate discharged employees guilty of deliberate insubordination and refuse to obey the definite order of the company. The Trade Board decision on which appeal was taken justified the delinquent in his insubordination and established the principle that such insubordination will be condoned and proven by the Trade Board. This places the Labor Department and the company in an intolerable and embarrassing position and at least requires a very clear statement of the final position of the Board of Arbitration with reference to this vital matter upon which the very life of our agreement may depend.

The company has no desire to at any time dominate the union and holds that it has an equal right not to be dominated by the union. The essence of our agreement is that the Board of Arbitration, or the Trade Board or committee appointed for administrative power shall dominate, but in the absence of the administrative authorities, which are agents of the Board, to give necessary administrative orders it is the duty of the company to give such orders and to have them obeyed, these orders of course to be subject to complaint in the proper manner and restrictions by the Trade Board for any injury caused by their enforcement.

E. D. WARD.
June 3, 1919.

To the chairman of the Board of Arbitration:

Supplementary to the petition of the company for ruling as to learners in the cutting and trimming rooms, the following information is supplied:

Before the end of the present season it is estimated that the tailor shops will require daily 1800 overcoats and 4375 sack coats to keep them running at capacity. Our records show that to produce this amount of work daily it will require at least 650 cutters. These figures are based on the past performances of the cutting room without making any allowances for the inevitable inferiority of the new men to be hired. It is not to be expected that the new men will produce as many cuts per man per day as the old cutters. The present force of cutters is between 425 and 450 and will probably amount to 450 this week. On next Thursday we will open up a new shop with a capacity of 1000 coats per day, and before August 15th expect to have another factory the same capacity for sack coats. On account of the increase of space our Factory B will be enlarged to manufacture 1100 sack coats per day before July 1st.

These figures show the urgent need of beginning immediately the training of cutters so that the tailor shops may have full work.

E. D. Howard.
DOCKET FOR BOARD OF ARBITRATION June 3, 1919.

Petition by the company for new ruling as to learners in the cutting and trimming departments.

The company also requests a definition of "apprentice" as used in the agreement and the decision, particularly as to the length of time before an apprentice becomes a regular trimmer or cutter.

Petition by the company for relief from the restricted output in the trimming room and request for information as to the proper procedure to correct this condition.

Petition filed by the company for discipline of cutters and trimmers who deliberately refused to obey the order for overtime.
SUPPLEMENT TO PETITION TO BOARD OF ARBITRATION REGARDING CUTTERS. JUNE 4, 1919.

Conditions are developing which make it almost certain that unless some action is taken at once we will be unable to do the cutting required during the next year. It seems quite certain that the next two seasons will be very much larger than we have hitherto experienced. This condition makes it necessary for the management to be prepared and the first step must be to clear up the question of the authority of the company to make the necessary preparation. The Board is earnestly petitioned to give a clear and definite interpretation of the agreement and a decision which will not hamper the company in providing for the emergency.

Our agreement provides that the "Principle of Preference" as applied in the cutting and trimming rooms shall be as before. This principle is defined in the agreement of 1914 as follows: "The company shall prefer union men in hiring but shall have the right to hire non-union men if the union cannot get the help needed. The method of preference in hiring shall be the same as provided for in the tailor shops."

In the Chairman's decision of August 5, 1913, he said: "As to the fundamental ground for the preference shop, the chairman believes that for the purpose of this controversy it is best stated in his "statement" which was made to both parties during the settlement negotiations and since made a part of the agreement. The test of preference made therein is to the effect that it shall be such a preference as will make an efficient organization for the workers; also an efficient productive administration for the company."

With reference to apprentices, the chairman made several rulings based on the conditions at the time. These conditions were based on an abundance of cutters to be hired and particularly on the situation which made it advantageous to the union to supply men to the company from houses which were not under agreement with them; but these conditions have fundamentally changed and therefore it is the duty of the Board to change the decision to correspond.

The company requests that the Board lay down a definition of an apprentice so that it may know definitely when an employee changes his status from apprentice to regular cutter. The company ought to know whether and to what extent there are limitations in hiring employees for the cutting room when the union is unable to fill the requisition. They are unable to find any limitation whatever under the preference arrangement.

It is also necessary for the company to know what limitations there are upon its right to transfer present employees who do not now have the status of regular cutters to do work temporarily in the cutting room in order to get the work done in emergency.

It may be possible in an emergency when the union cannot supply cutters or they cannot be procured otherwise, to divide up the work of cutting so that the experienced cutters may be concentrated on that part of the work which is most difficult and hard to learn
The natural text cannot be accurately transcribed due to the quality of the image.
while such other parts as require less experience can be done by new employees who can be taught that particular thing for the emergency. Is there any restriction in so arranging its work, if necessary?

Because it is so essential that the company make its plans for meeting the emergency, it will require at least 650 cutters before the season is over, according to the best estimates. The Board is urged to make a comprehensive decision which will cover the points mentioned, enabling the company to make adequate preparations.

E. D. HOWARD.
Chicago, June 7, 1919.

Professor Tufts,
Chicago, Illinois.

My dear Mr. Tufts:-

I have before me a request from the Federal Board for Vocational Education Division of Rehabilitation, that we undertake to train as a cutter, one Anthony Humecki. Mr. Humecki, at one time, worked on the clerical pay roll in the trimming room. He was wounded in France and is partially incapacitated.

We are very desirous to comply with the request of the government in this excellent work and therefore ask permission from the Board of Arbitration to employ this young man and teach him the cutting trade.

Yours very sincerely,

MK/EDH

Ed. Humecki
At a hearing of the Board held June 5th, a petition was presented from the Company asking for a definition of "apprentice" as used in the decision of former chairman of the Board prescribing the number of apprentices which might be under instruction at one time.

On behalf of the Company, the superintendent of the Cutting Department described the process of training given to the apprentices in that department. He stated it to be his opinion that about two years was an adequate period for instructing apprentices in the various branches of the subject which a regular cutter should understand.

On behalf of the Union, it was suggested as a test of efficiency that a man might be regarded as a competent cutter when his weekly wages averaged as high as the average of the permanent cutters, excluding the apprentices.

An inspection of the weekly wages earned by the various apprentices now in the Cutting Department shows a marked line of division between the group who have been under instruction two years and over and the group which has been under instruction about one year. It shows further that some of the apprentices have reached practically (within a few cents per week) the average scale of the cutters including apprentices. It does not show that any have quite reached this average, but the Board is informed that this does not necessarily mean that no one of them produces the average amount of work.

Two qualifications seem to be more or less clearly desirable in the training of a cutter: (1) a knowledge of the different branches of the work, such that he shall not be merely a narrowly trained expert in a single operation; (2) practical proficiency in the work which enables him to turn out a fair product. For the first qualification, the two years' course of study and training as described by the superintendent would seem to furnish a basis; for the second, the wages earned may be regarded as an approximate test.

The Board therefore holds for the immediate purpose of interpreting the former decision, and without prejudice to further qualification if reason shall be shown thereafter, that in the cutting department an apprentice may be regarded as qualified to be reckoned as a regular cutter when he has completed a two-year course of training certified by the Company as giving him an all-around knowledge of cutting, and when he has further reached such proficiency as to enable him to earn approximately the average
AT a meeting of the Board held June 6, 1871, a petition was pre-
ceived from the Company asking for a reparation of "property" taken
from the City of San Francisco, and also for the return of the goods
bought of the Company, which might be under reparation.

To the number of $200,000, which might be under reparation.

On Motion, the Board, by a majority of the vote, approved the
report of the Company, the Chairman of the Board, in the opinion
that the report should be sent to the Secretary for publication in
the New York Times, and also that the report be published in the

In accordance with the requirements of the Companies Act,
the report was published in the New York Tribune and the New
York Herald.

The Companies Act of 1871, as amended, provides for the
enforcement of the Companies Act of 1871, as amended, to

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enforcement of the Companies Act of 1871, as amended, to

The Companies Act of 1871, as amended, provides for the
enforcement of the Companies Act of 1871, as amended, to
wage of cutters. This last clause is made to read "approximately the average wage", rather than "average wage" without any qualification for the reason above stated; viz., that the wage is not an exact test of proficiency in all cases, when an apprentice is compared with a man who has been longer in the trade.

In the case of those apprentices who have completed the two-year course but who have not yet reached a proper standard of proficiency, a longer period than two years may be required. The Board will for the present fix the maximum period at three years, but those who have reached a standard reasonably high may be regarded as having completed their apprenticeship at the end of two years and six months.

Applying this decision to the list of apprentices submitted, I should set twenty-six dollars per week ($26.00) as a dividing line according to the present scale. Those apprentices who have completed two years of training and have reached a wage of $26.00 may be regarded as regular cutters, and other apprentices may be at once taken on in their places. Two men, Frankowsky and Arthurs Peterson, earn above this but have not had two years of training, according to the dates submitted. Their cases may need further investigation. There are also three men who are slightly below this scale of $26.00, although they have had two years of training. They may be regarded as qualified at the end of two years and six months, unless they previously reach the standard of $26.00.

Signed, JAMES H. TUFTS,
Chairman.
We are of course familiar with the fact that "synchronization" has been a growing problem with increased use of computer systems.

In the case of those situations where we have completed the two

years of service and plan for early retirement, a morning report will be received at 9 a.m. and a noon report at noon. The report with the presentation will be presented to the executive at 5 p.m. The report with the presentation will be presented to the executive at 5 p.m.

Of course, any other vehicles may not be considered.

Applying the principles of the Law of Synchronization, I suggest that twenty-first-fifth week, I will arrive at the following conclusions:

The conclusion of this case is that a decision may be rendered on the basis that the second month is the last month in which a decision may be rendered.

To this end, may I suggest that a decision may be rendered on the basis that the second month is the last month in which a decision may be rendered.

Thank you for your attention.

Sincerely,

JAMES H. TURNER

Chairman
Chicago, June 19, 1919.

Professor J. H. Tufts,  
Chicago, Illinois.

My dear Mr. Tufts:—

The enclosed report from our cutting room describes the occurrence to one of our cutters who is classified under the agreement as one of the twenty non-union men allowed. This and other occurrences make it very plain that a reign of terror has been instituted in order to get rid of these men who are as much entitled under the agreement to their places as any other cutters.

Yours very truly,

Earl
downward

MK/EDH
Chicago, June 21, 1919.

Mr. J. H. Tufts,
Chicago, Illinois.

My dear Mr. Tufts:

We received your decision giving definition of apprentice cutters, and under such definition to give us the authority to put on fifteen additional apprentices.

You will remember, however, this is only one part of our petition and that the request for the abrogation of the 10% rule for apprentices made by Mr. Williams under entirely different circumstances should be considered. New developments have taken place which indicate that we are going to need no less cutters than shown in our petition already presented to you. Might I not ask for an early consideration of the remaining portion of our petition regarding cutters?

Yours truly,

E. D. Nouard
June 23, 1919

Mr. S. Levin,
Amalgamated Clothing Workers of America,
409 South Halsted Street,
Chicago.

Dear Sir:

A meeting of the Board of Arbitration under the
Hart, Schaffner & Marx Labor Agreement, will be held on
Thursday afternoon, June 20th, at 2 o'clock.

At this meeting the first business will be consider-
ation of the petition of the company concerning the abro-
gation of the 10 per cent rule for apprentices. At the
previous meeting of the Board the representative of the
union wished to take under consideration the figures sub-
mitted by the Company in support of their claim that many
more cutters would be needed than the ordinary sources of
supply would provide. It was expected that this question
would be further considered at meetings of the Board
which were appointed for June 10th and 12th, but no repre-
sentative of the union was present on those days.

Aside from this question, such other matters will
be considered as are now before the Board.

The Company has also informed the Board of a very
unfortunate and serious attack upon one of the non-union
cutters on June 10th (Mr. Bronsky). I think the Union
will feel that it ought to investigate this matter and make
its own position very clear.

Very truly yours,