Professor Tufts,

COPY

CHAIRMAN - BOARD OF ARBITRATION:

On account of a disagreement as to whether a rate was set by the leveling commission and because the rate proposed would increase the earnings of the worker far above the earnings of employees on similar work, we hereby petition the Board of Arbitration to allow the leveling commission to reconsider the rate for brushing at the International Tailoring Company and set a proper rate based on earnings.

L. B. BRIAN.
to discharge them without notice. It is possible that the
firm might fear that all workers would suddenly leave if it
should become known that the firm was about to close. This
ought to have been taken up with the union and was an arrangement
worked out by which the workers on hand could be finished up.
It is stated by the trade board, and is not, so far as I know,
denied by employers that the union has aided to a large degree
in stabilizing working conditions and preventing men from
leaving one firm suddenly to go to another for higher wages.
There has been therefore, under this Agreement, some increased
responsibility on the part of the Union. This Board holds
that it is only proper that there should be an increase of
responsibility on the part of employers. It is to be hoped
that this particular situation will not often arise, but this
Board holds that for the future it must be clearly recognized
that there is a mutual obligation.

In the particular case in question, the only
point in doubt is as to detail. On the one hand as regards the
firm, the question arises how far it could legitimately consider
that it was safe in following former usage when this was not
explicitly superseded by the Agreement. On the other, there
is a possible doubt as to the actual working out of the
decision of the trade board which provided for full pay for a
week after their work for the firm ceased, and a special provision
for those already discharged up to June 4. It is quite possible
that some of these workers would secure other work within a
week. In this case it might be claimed that they would be getting
double pay for a part of at least of the week. It might also be
said that to give them full pay at the higher-than-market rate
would place a premium upon neglect to seek other places. This
Board believes that in providing for the equivalent of a week's
notice the trade board was striking a fair average; but it
believes that a better method of administration would be the
following: The worker to be entitled to half pay up to the
time of finding another position, the total provision thus
made not to exceed half pay for two weeks. In order to entitle
the worker to receive this amount from the firm he shall present
a statement as to the date when he has obtained a new
position and this shall be certified by the proper official of
the union as correct. In the case of the workers already
discharged up to June 4, they should receive full pay to
June 4 and after that half pay until the date of employment up to
a limit of two weeks.

As regards the possibility of the firm's employing more
than the twelve workers, the Board sees no objection to a survey
provided this be made from report to the trade board as to whether
any workers can find place without overloading of the sections.
The language of the trade board decision might seem to raise a
presumption that there are, in all probability, places for other
workers. In the face of the company's statement, this cannot be
assumed in advance. On the other hand, it would probably tend to
greater satisfaction on the part of the workers if some such survey
and report to the trade board were made. The Board therefore
would confirm this part of the decision with the modification
named.
to discharge them without notice. It is possible that the firm might fear that all workers would suddenly leave if it should become known that the firm was about to close. This ought to have been taken up with the union and an arrangement worked out by which the workers on hand could be finished up. It is stated by the trade board, and is not, as far as I know, denied by employers that the union has aided to a large degree in stabilizing working conditions and preventing men from leaving one firm suddenly to go to another for higher wages. There has been therefore, under this Agreement, some increased responsibility on the part of the Union. This Board holds that it is only proper that there should be an increase of responsibility on the part of employers. It is to be hoped that this particular situation will not often arise, but this Board holds that for the future it must be clearly recognized that there is a mutual obligation.

In the particular case in question, the only point in doubt is as to detail. On the one hand as regards the firm, the question arises how far it could legitimately consider that it was safe in following former usage when this was not explicitly superseded by the Agreement. On the other, there is a possible doubt as to the actual working out of the decision of the trade board which provided for full pay for a week after their work for the firm ceases, and a special provision for those already discharged up to June 4. It is quite possible that some of these workers would secure other work within a week. In this case it might be claimed that they would be getting double pay for a part at least of the week. It might also be said that to give them full pay at the higher-than-market rate would place a premium upon neglect to seek other places. This Board believes that in providing for the equivalent of a week's notice the trade board was striking a fair average; but it believes that a better method of administration would be the following: The worker to be entitled to half pay up to the time of finding another position, the total provision thus made not to exceed half pay for two weeks. In order to entitle the worker to receive this amount from the firm he shall present a written statement as to the date when he has obtained a new position and this shall be certified by the proper official of the union as correct. In the case of the workers already discharged up to June 4, they should receive full pay to June 4 and after that half pay until the date of employment up to a limit of two weeks.

As regards the possibility of the firm employing more than the twelve workers, the Board sees no objection to a survey provided this be made from report to the trade board as to whether any workers can find place without overcrowding of the sections. The language of the trade board decision might seem to raise a presumption that there are, in all probability, places for other workers. In the face of the company's statement, this cannot be assumed in advance. On the other hand, it would probably tend to greater satisfaction on the part of the workers if some such survey and report to the trade board were made. The Board therefore would confirm this part of the decision with the modification named.
The sun sets over the horizon, casting a warm glow over the land. The air is filled with the scent of blooming flowers, and the sound of chirping birds fills the air. It's a peaceful evening, perfect for a stroll along the beach.

As the sun dips lower, the sky paints itself with hues of orange and pink. The water reflects the colors, creating a breathtaking sight. People line the shore, some watching the sunset, others enjoying the cool breeze.

As the last rays of sunlight disappears, the darkness begins to claim the horizon. Stars begin to twinkle in the sky, marking the end of another beautiful day.

The sun sets not only to begin a new day, but also to ensure the balance of the world. It provides the energy that sustains life, and its absence marks the end of a cycle. Yet, it is also a symbol of new beginnings, of hope and renewal.
As regards the length of time necessary for the
seek workers to become adjusted to piece work the Board was
not thoroughly advised on this point and does not wish to
fix any limit which could be regarded as a precedent for other
decisions. In this particular case it will set a limit of
two weeks for such adjustment, and if any other case should
arise it will seek advice from the experts of the employers
and union.

JAMES H. TUFTS,
Chairman
Petition to the Board of Arbitration

The undersigned, representing through the board of Labor Managers, the Chicago Industrial Federation of Clothing Manufacturers, respectfully points out that a difference of opinion has occurred between the manufacturers and the union as to the proper interpretation of the section of their joint agreement referring to hours of work. The question comes concretely in the form of a disagreement as to the proper method of calculating overtime.

It has been a practice in certain parts at least of the Chicago market, to consider that no overtime should be paid to a worker on any given day unless that worker had first worked at least eight hours on straight time that day. This practice is based upon an interpretation of article 2 section B of the agreement which reads "OVERTIME: For work done in excess of regular hours per day, overtime shall be paid to piece workers of fifty cent in addition to their piece work rates; to the week workers at the of time and a half."

It is the understanding of the manufacturers that the phrase "hours per day" means eight hours, because section A of the same section reads that "hours of work shall be forty four per week, to be eight hours on week days," etc.

Since this is a market question, it is necessary that some uniformity practice between the different manufacturers be secured. Because of the rise of labor at the present time, the question of overtime is apparently undesirable evil, but an evil which should not be compounded by unnecessary due to misunderstanding of what our agreement calls for in this

Pr.

We therefore respectfully request an early determination of this issue so apparent ambiguity in the agreement may be cleared up, and any which might result from differences in opinion and practice be avoided.

A. J. Sook
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To the important point of view. It is important to emphasize the importance of the point of view.

The important importance of the point of view.
Trade Board Decision.

In this case the Trade Board decided to take no action, nor to recommend any, in the case of a strike in Factory L. There is no question here that the finishers violated the agreement.

The Trade Board in the past has defeated the efforts of the company in dealing with shop strikes or stoppages according to the agreement which reads:

"Such people shall be considered as having left the employ of the corporation and shall not be entitled to the benefit of these rules".

The company contends that this ruling meant that it had the right to discharge all persons who engaged in a stoppage and failed to return within an hour after being ordered by their deputy. The Trade Board ruled that these people in some cases were improperly discharged, thus making null and void this article of the agreement so far as a particular application was concerned. Having discovered thru this decision that the company had no authority to deal with this violation of the agreement, the company has made appeal to the Trade Board to assume responsibility and to prevent such violation. In this case now appealed the Trade Board definitely refuses to take any action. There is no recourse, therefore, except to appeal to the Board of Arbitration for relief and guidance.

On page 17 of the agreement it is provided -

"If any worker shall violate the spirit of the agreement and especially if he carry such wilful violation into action by striking and inciting others to strike or stop during working hours he shall if the charge is proven be subject to suspension, discharge or fine."

The Trade Board has refused to make this section active, or permitted the company to do so. Interpretation of this section is therefore asked and further instructions as to procedure in such cases.
Case for Appeal

Appellant:

Defendant:

Address:

Case Number:

File on 3/15/1939

Disposition:

Appeal to the Board of Adjustment

The Board finds that the Board has never held to pass on

in the case of a refusal to admit an appeal

in the case of a refusal to hear an application

for an appeal to the Board

for an appeal to the Board

Appellant's Amendment

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Appellant's Amendment
The Board of Arbitration, as previously announced orally, will be in session on Monday, April 26, beginning at ten o'clock, to hear the various cases on the docket.

1. Continuance of hearing on the matter of apprentices in the cutting room.

✓ 2. Appeal on cases 966 and 967 from the Trade Board.

✓ 3. Petition for rehearing on the back pay for apprentices in cutting room.

✓ 4. Report as to the working of the ruling of the Board on certain Rush boys etc. as to membership in the Union.

✓ 5. Report as to the conditions under the ruling of the Board setting apart a certain fund for the gain in cutting due to piling of mixed fabrics.

6. Request of firm for appointment of certain former soldiers to be apprentices in order to facilitate their training under government plan.

7. Any further unfinished business.

JAMES H. T U T P T S.
The Board of Assessment, as previously announced, will meet at its regular session on Monday, April 8th, beginning at ten o'clock, to hear the various cases on the

1. Appellate Board.
2. Report of the Board of the Village of the

Village's lawyer's
3. Appellate Board.
4. Board
5. Appeal for representation at the Board
6. Appeal for representation at the Board

7. Report as to the working of the system of the
8. Appeal for representation at the Board
9. Appellate Board.
10. Appeal for representation at the Board.

11. Any other matters under arising.

JAMES E. TURGE