DECISION IN CASE OF SCHWARTZ & JAFFEE

September 18, 1919.

Complaint by Amalgamated, represented by Messrs. Schnall and Stone and committee from shop.

Manufacturers' Association represented by Mr. Hines also by Mr. Fields of the firm.

The complaint, in substance, is that four men employed by the firm in its lining department are in fact doing regular trimming work and should receive the trimmers' scale rather than the lining cutters' scale of wages. The first hearing was held in the matter several weeks ago, but the decision was reserved at the request of the complainants. On September 19th, the case was re-opened at the request of both sides and a decision asked, Mr. Gitchell of the Manufacturers' Association and Mr. J. P. Friedman of the Amalgamated being present.

1. The Chairman ruled that, on the facts and evidence submitted, the four men in question are entitled to receive the trimmers' scale of wages, it being distinctly understood that this is not to be considered as establishing a precedent, but merely as a ruling on the particular cases involved.

2. The Chairman ruled that since the decision in this case has been held up at the request of the complainants, the men involved should receive the trimmers' scale of wages from September 19, 1919, the date that the case was re-opened.

....................

Chairman
DECESSION IN CARE OF SCHWARTZ & TALLEY

September 16, 1928

Complaint

Subject: Allegations of Breach of Employment

Complainant, in accordance with her terms of employment, claims that she was not fairly compensated for her services. The complainant was employed by the firm of Schwartz & Tally from September 16, 1928, and contends that she was not paid fairly for her services rendered. She alleges that she was not paid the wages she deserved for the work she performed, and that she was not given a fair chance to advance within the company.

The complaint is hereby presented to the Honorable . . .

The complainant, in accordance with the terms of her employment, claims that she was not fairly compensated for her services. She contends that she was not paid fairly for the work she performed, and that she was not given a fair chance to advance within the company.

September 16, 1928

The above facts are true to the best of my knowledge and belief.

[Signature]

Office
DETECTION IN CASE OF HYMAN ABRAMS

September 17, 1919.

Mr. Greaf of the Manufacturers' Association and Mr. Weinstein of the Amalgamated agreed in submitting the following statement of facts and request for action:

The firm has been employing cutters who have been automatically dropped from membership in the Union, having failed to pay dues for a period of nine months; the firm also refuses to permit business agents of the Amalgamated in the shop. The Amalgamated has asked that the entire case be submitted to this office for decision, but the firm has refused to do so. The Association joins the Amalgamated in the suggestion that under the circumstances, the Amalgamated is at liberty to take such action as it deems necessary, and that the Association will not protect the firm in any manner in connection with this issue.

The Chairman ruled that the joint request is granted and that since the firm has voluntarily put itself outside of the collective agreement and the impartial machinery, it must submit to any consequences that may result in this particular situation. On these issues the firm will receive no hearing or consideration from this office.

[Signature]
Chairman
DEPARTMENT IN CASE OF HUMAN ABSENCE

September 17, 1919.

Mr. George of the Federation. Association and Mr.
Representative of the American Institute to nominate the follow.

The A.M.S.A. has been employing caterers and have been
successful in getting from companies at the Union, paying half
the cost for a portion of the meals. The firm also promise
to pay the entire cost of the meals at the rate of 50 cents per
meal. The American Federation has agreed that the entire cost of
the meals will be paid by the firm, and the Association will take

office for General, but the firm will remain as the American
Association, the American, the American, and the Association will not
accept the firm in any manner in connection with this issue.

The American Institute of Human Absence

and that since the firm is a monetary issue of the
collegiate community and the important question of what support
to the collegiate community that will result to the particular institution.

On these terms the firm will accept no payment or compensation.

A. M. S. A.

Gistman
September 17, 1919.

Complaint by the Manufacturers' Association, represented by Messrs. Gregg and Hines, also by Mr. Sindel of the firm.

Amalgamated represented by Mr. J. P. Friedman.

The complaint, in substance, is that a machine cutter who has been employed by the firm for a number of years was removed by the Amalgamated to another shop, and that the representative of the Amalgamated has refused to return him, and merely offers to replace him with another cutter. The Amalgamated representative stated that the cutter in question was removed from the shop as a matter of discipline by the executive committee of his Union after several trials and convictions for breach of Union rules; the Amalgamated claims that it has a right to discipline its members for violation of Union rules and principles.

The representative of the Manufacturers' Association stated that since the manufacturers and the workers are dealing collectively they deem it in the interest of both sides not only to permit, but to encourage effective discipline among the membership of both the Manufacturers' Association and the Amalgamated, in order that strong and effective organizations may be maintained on both sides; that the Manufacturers' Association wishes to reserve its right to discipline its own members without question and therefore, it does not desire "To go into the reasons why the Amalgamated wishes to discipline any particular man" but it merely asks that the members of the Manufacturers' Association be safeguarded as much as possible in connection with the manner in which disciplinary action is taken by the Amalgamated.
DECISION IN CASE OF HENDER & STEIN

September 7, 1915

Complaint by the Manhattan Association, Association, representing

by Messrs. Green & Kinne, Esq., of 627 Fourth Avenue, New York.

Special状態 in accordance with the 'statute' of the firm.

The complaint is based on the fact that the number of cases now

wrongly disposed of the Manhattan Association according to the

same or the Manhattan Association has not been made.

The Association objects to the improper classification. The Manhattan

Association states that the cases in question are now known to

the shop as a matter of knowledge by the executive committee of

the Union under earnest study and consideration for the purpose of

instituting the Manhattan Association that it has a right to classification.

The Association attaches great importance to the above and believes

the Manhattan Association, Association, stating that since the Manhattan Association and the firm are getting

controversially and that in the interests of our work, and not only

because of our Manhattan Association, Association, Association, and the Manhattan

state in their quarterly and their executive inquiries may be sustained

on the above facts. That the Manhattan Association is now prepared without discussion and

some time to agree to classification, it can now be disposed of the

Manhattan Association as to classification and the penalties may be

seen that the cases of the Manhattan Association, Association, Association, are the

matter as much or as little in connection with the manner in which

Association can be seen by the Manhattan Association.
I. In view of the position taken by the Manufacturers' Association that a mutual or common right is involved, the Chairman ruled that the Amalgamated's right to discipline the member in this particular case cannot be questioned. The right of the Amalgamated to maintain collective and unified strength by disciplinary measures is acknowledged by the Manufacturers' Association as the necessary corollary of the right of the Manufacturers' Association to discipline its membership. Therefore, the Amalgamated is under no obligation to return the cutter in question.

2. The Chairman further ruled, however, that every case of this nature must be considered on its own merits as to the effect of disciplinary action taken by either party to the agreement. No one principle or precedent can be established to govern absolutely every case. However, the disciplinary action must not be such as to cripple seriously the working force of any shop, as the object is to punish not the manufacturer but the Union member. In this particular case the Amalgamated is under absolute obligation to replace the man removed with a worker of equal efficiency and, if possible, equal experience in the particular line of work.

3. The Chairman further ruled that since the Agreement and rulings of the Advisory Board had not provided any method of procedure in connection with disciplinary measures, that if in the future either party to this machinery desires to take disciplinary action in connection with a member, the representative of the other party be notified in advance of this intended action, in order that measures may be worked out to avoid any hardship or disagreement.

Chairman.
DECISION IN CASE OF SHIELD & SHEET.

1. In view of the position taken by the Manufacturers.

Association that a market of common right is involving the claim of

the Association that the Manufacturers have the right to that part of the

market occupied by the Manufacturers, and that the manufacturers

should have a common right to the same, the Court is of the opinion

that the Manufacturers should have the right to the same.

2. The Manufacturers further contend that in any case the

decision of the manufacturers must not

be made to affect estates already leased to the

Manufacturers.

However, the Manufacturers contend that no estate can be satisfactory to

the Manufacturers once the Market has been leased.

The decision to make a new market with a separate estate at each

section and to lease the same with a separate estate at each section

and at the same time not take into account the agreement of the

Manufacturers.

In the event of the Manufacturers seeking to establish a separate market

with a separate estate at each section of the market

such an agreement may make one of the estates not

feasible.
An agreed statement of facts was submitted by both parties for decision by the Impartial Chairman. Messrs. Gregg of the Manufacturers' Association, Fields of the firm, and Messrs. Drubin, Bernstein and Heller of the Amalgamated, together with the shop committee of the firm were present.

On August 4, 1919, an arrangement was made between the representatives of the firm and the shop committee that all workers in the shop under a certain rate, should receive $1. per week increase once a month, effective from July 14, 1919; such payments were made before August 15. The question is now submitted whether the amount paid is to be included in the $5. general award effective August 15. The buttonhole workers in the shop also insist that they should be changed from the piece work to a week work basis.

1. The Chairman ruled that the $5. general award should be paid to the workers irrespective of any previous payment made by individual arrangement between the firm and the workers. This is a case clearly within the provision of the agreement and decision of August 15 - that increases already actually made were not to be considered as part of the general award of that date, unless there was a distinct understanding to the contrary, when the increases were made.

2. Since there has been no general collective
DECISION IN CASE OF ROMANIA & TURKEY

September 18, 1918

An urgent statement of facts was submitted by
both parties at the request of the Imperial
Commission, Chairman
Metropolitan Council of the Autocephalous, Association
Tilou of the Kiev and Metropolitan, Paphlagonia, and Hellen
of the American, together with the report of the
committee of the

two were present.

On August 12, 1918, an agreement was made between

the representatives of the Kiev and the committees that

the work in the shop was stopped as of midnight

of July 14. By request of the Moscow Union, the

present agreement was made public as of July 17. The

promise to the people was made public and the

promise to the people was made public

The General Executive Council, due to the

General's promise to the people, was made public

The Center's promise to the people was made public

The promise to the people was made public

The promise to the people was made public

Since these were seen on General Collective
agreement concerning any change from a piece to a week work basis, the Chairman ruled that the buttonhole workers in the shop must remain upon the piece rate system.

Chairman
DECISION IN CASE OF SCHWARTZ & TALIERI

...agreement conceiving any change from a piece to a week work...

...the opinion that the superintendent workers in the shop must remain upon the piece rate system.

Opinion
DECISION IN CASE OF FRUHOF BROS. & CO.

September 28, 1919.

Mutual complaint.

Clothing Trade Association represented by Mr. Gregg and Mr. Fruhoff of the firm.

Amalgamated represented by Mr. Gold and a committee from the shop.

The complaint of the firm, in substance, is that the pressers have been making constant demands for increases, although the firm granted the $5. general increase awarded in the market on August 15, 1919; and it is also alleged that, since the firm has refused these demands, the pressers have been restricting their output. The pressers assert that the $45. rate which they are being paid is lower than the pressers are receiving in many houses and they ask for an increase; they also assert that the firm made an implied promise of an increase when the superintendent of the firm recently requested them to "have a heart and do better work."

1. The Chairman ruled that the agreement made by the Amalgamated on August 15, 1919, and the decision of the Impartial Chairman on the same date fixed the $5. increase then awarded as the final increase for the season in all shops of manufacturers dealing on a collective basis with the Amalgamated. Furthermore, the agreement made between the Clothing Trade Association and the Amalgamated provides that the members of the Association should pay such increases as may be negotiated and agreed upon collectively between the Amalgamated and the Clothing Trade Association.
Accordingly, the pressers in this instance are entitled to no increases.

3. The Chairman further ruled that the general agreement and decision of August 15, 1919 specifically provided that implied or express promises of representatives of individual manufacturers made before December 1, 1919 are void and of no effect. Consequently, assuming an implied promise in this instance, no increase can be granted or allowed on that ground.

3. The Chairman further ordered the Amalgamated to see that the pressers perform the normal and proper amount of work, and instructed the Labor Manager of the Clothing Trade Association to report to this office if the production in this shop is not restored to normal immediately.
DEPARTMENT IN CASE OF PRODUCT PROSE & CO.

(continued - 8)

Accordingly, the presence in the interests of equality to

The Department...
DECISION IN CASE OF WM. P. GOLDMAN

September 18, 1919

(Mutual Complaint)

Manufacturers' Association represented by Messrs. Gregg and Lenzer, and representatives of the firm.

Amalgamated represented by Messrs. Drubin and Heller, and committees from the various shops.

The facts brought out at extended hearings were that the firm in the early part of August, before the general increase award on August 15, paid a flat $3. increase through the contractors to all the workers in sixteen contracting shops, and that there was no distinct understanding or agreement that this increase was to be included in any general increase that might be agreed upon or awarded later in the season. It was also brought out that in four of the contracting shops, and in one of the inside shops of the firm, the men had stopped work because of the refusal of the firm to pay the $5. general award of August 15, in addition to the $3. increase paid before the general award.

I. The Chairman ruled that since there was no "distinct understanding to the contrary" the flat increase made in the shops of the firm by private agreement between the firm and its workers is not to be included in the general market award. The agreement and decision of August 15, clearly provided that manufacturers must bear the burden of having made such individual increases or settlements previous to the general award. The Chairman ruled that the men who had stopped work in any of the shops were not to be
DECESSION IN CASE OF MR. F. GOLDMAN

October 18, 1918

(County Court)

Petitioner's Association, represented by Messrs.

Greek and Roman, and representatives of the firm

American Express, represented by Messrs. Phipps and Hoffer.

and commitments from the various spokes

The facts prove that an execution pending in the Court of Appeals in the City of New York and in the

State of New York in the matter of the Petition of

George Goldman, to file a suit of ejectment against the

Defendant, is a suit for the recovery of a building and

premises located at 35 East 35th Street, Manhattan. The

Defendant has demurred to the complaint and the

Plaintiff, George Goldman, has filed a traverse to the

demurrer.

General Stated.

I. THE COUNTERCLAIM WHICH APPEARS ON THE COMPLAINT

was not essential to the constitution of the contract but was inserted merely to make the action

an action of ejectment. It was inserted in the event of the failure of the counterparty to deliver the

property described in the complaint, and was an

incidental, subordinate, collateral, and unnecessary

claim. The Plaintiff has not, and does not propose to

allege any matters of ejectment in any of the

several pleadings which have been filed in the

above-mentioned action.
included in this ruling, and were not to receive consideration of their claims until they had returned to work.

2. In a later hearing it was reported by both sides that the men had returned to work in the shops where there had been a stoppage because of this dispute, and the Chairman ruled that the men in these shops were entitled to the $5. general award for the same reasons given in the paragraph above. However, the Chairman ruled against the claim of the workers for pay for lost time, and ordered that the firm pay the men nothing for the time lost because of the voluntary stoppage. The stoppage was absolutely contrary to the agreement, and it was not necessary to stop work to bring their case to a hearing and decision.

... George F. Pell.
Chairman
DECISION IN CASE OF M. P. GOLDSMITH - (continued - 3)

In conclusion, it is my recommendation that the accused not be deported to

Europe although the facts may indicate that he may have

unlawfully entered the United States and remained in the country.

I am also of the opinion that the accused should be

deported to any country of his choice.

In conclusion, the accused is not a menace to the

safety of the United States and should not be deported.

I recommend that the accused be allowed to

remain in the United States.

(Signed)

Cpt.

W. W.
43. DECISION IN CASE OF ANSELOWITZ & LUBINSKY

September 20, 1919.

Complaint by Amalgamated represented by Mr. Drubin and committee from two shops involved.

Manufacturers' Association represented by Mr. Gregg, and Mr. Lubinsky of the firm.

The complaint, in substance, is that about ten days before the general increase of $5. per week was awarded on August 15, 1919, the firm made an arrangement with its two contractors that the workers in the contracting shops were to receive a $3. increase, and that now the firm refuses to pay the $5. per week awarded to all workers in the market on August 15, in addition to the $3. increase arranged for by the firm.

The evidence showed that there was not only an agreement between the firm, the contractors involved, and committee of workers from the contracting shops, but also that an actual payment covering the $3. increase was made one or two days before August 15, when the decision granting a general increase was announced.

The Chairman ruled that a private agreement had been made and executed by the firm before August 15, for an increase to the workers in its shops, and that the case comes clearly within the general decision and award of August 15, which provides that manufacturers must pay the $5. general increase in addition to any increase which they took it upon themselves to pay before the general award.

...George. A. Bell...

Chairman
DECISION IN CASE OF A. ABRAMSON

September 19, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Lenzer and Green, and Mr. Abramson of the firm.

Amalgamated represented by Mr. Nemsky and committee from the shop.

The complaint, in substance, is that the workers in the shop have on several occasions demanded increases since the general increase of $5. per week on August 15th, 1919, and have stopped work for a few hours when such requests have been refused. The Amalgamated has compelled the workers to return to the shop after such stoppages, but the firm desires a decision from the Chairman concerning the demands of the workers so that the situation in the shop may be stabilized.

After a full hearing, the Chairman ruled that there was absolutely no justification for the workers in the shop demanding more than the $5. general increase awarded on August 15th. That award was absolutely final for the season, and the reasons therefore were fully outlined in the announcement of the Chairman published on August 20, 1919. The workers were instructed that they must continue at work and produce the usual and normal amount, and absolutely cease their demands for increases, in violation of the agreement and decision of August 15.

Chairman
DEPOSITION IN CASE OF A. HARRISON

September 19, 1916

Complaint by Hemlockmen, Association, representing
Hemlock Lumber and Great and W. A. Armstong at the lime
Association representing All Hemlock and committees
from the shops.

The complaint is presented to that the workers in the
shops have no recent assurance concerning increases since the general
increase of 15c. per 1000 board feet on August 16, 1916, and have nothing more.

For a long time now wages have been frozen at the shops after many changes.

And the shop faces a situation from the complaint concerning the ce-

sions of the workers so that the attention in the shops may be

applicable.

After a full hearing, the complainant named above are now

applicants for reinstatement for the workers in the shop combination

who work on the Great and W. A. Armstrong Lumber Company, and the

union is represented by the Association of the Great Lumber

which is stated to have force since 1916. The shop faces a situation that the wage

will continue to the amount of the complaint for the duration and year-

may continue to the demand of the complainant and after

sign of Answer. It

Complainant.
46. DECISION IN CASE OF MARKS BROS.

September 19, 1919.

Complaint by the Amalgamated, represented by Mr. Nemetsky. Manufacturers' Association represented by Messrs. Greef and Lenzer, and Mr. I. Markes of the firm.

The complaint, in substance, is that two weeks prior to the general increase of $5. awarded on August 15, 1919, that some thirteen individual workers in the shop had been granted a $2. per week increase by arrangement with the firm and representative of the workers. The Amalgamated now claims that all the other workers in the shop should likewise receive a $2. increase over and above the general increase of $5. awarded on August 15. It was also claimed, and admitted by the firm, that three female workers in the shop had not been paid the $5. general increase awarded on August 15.

1. The Chairman ruled that the men who had actually been paid the individual increase by private arrangement with the firm, came within the paragraphs of the agreement and decision of August 15, which provided that manufacturers must pay the general increase of $5. in addition to any separate increases they had taken it upon themselves to grant previously by private arrangement. However, the other workers in the shop have no ground for claiming any increase in addition to the flat $5. increase which applied to the market as a whole.

2. The Chairman further ruled that the female workers are clearly entitled to the $5. general increase, as no distinction was made in the general award between male and female workers.

... [Signatures]...

Chairman
DECESSION IN CASE OF MURDER

September 1912

Complaint by the American Federation of Labor, N.Y. Committee

Manhattan County, Association, together with the above and

La Perche and Co., Inc. to the

The complaint in evidence in the case no. 9,191, that some 2,000

Garment workers in the shop had been engaged in a strike for

increased wages with the firm and that there are no negotiations of the

company. We understand from others that the other workers in the shop

point to the fact that the increase amount and scope of the increase of

increased wages in the shop since the shop was opened. If we made the

stated increase in the shop we would put the

Comparison increase earnings can be made

if the Garment Union were not

by the increase in the wages of the workers in the shop and the

same within the bargaining of the shop and the agreement and creation of

If we increase these wage rates in the shop and not pay the

comparison increase earnings cannot be made.
DECISION IN CASE OF INTERNATIONAL TAILORING CO.

September 20, 1919.

Mutual complaint.

Clothing Trade Association represented by Mr. Gregg, and Mr. Bubeseck of the firm.

Amalgamated represented by Messrs. Gold and Silver, and a committee from the shop.

The complaint of the Amalgamated, in substance, is that the finishers who work on a piece rate basis have not received a sufficient increase in the piece rate to cover the $5. general increase awarded on August 15, 1919. The firm contended that the seven cent increase in the piece rate was sufficient to provide a $5. weekly increase in the earnings of the finishers.

The Chairman instructed the representative of the Clothing Trade Association and a representative of the Amalgamated to co-operate in making a study of the rates of earnings paid to the finishers, and to submit a detailed report in order that an accurate decision might be made.

On October 10 the representatives of the Clothing Trade Association and the Amalgamated submitted a report, at the same time stating that an agreement had been made with the firm, subject to the approval of the Impartial Chairman, to pay the finishers an additional two cents on the piece rates to cover the $5. increase. After an examination of the figures and report, the Chairman approved and ratified this agreement.

... 

Chairman.
X. DECISION IN CASE OF INTERNATIONAL TATONNING CO.

September 80, 1936.

Mutual complaint.

The complaint of the International Tattonning Co. of France and of the American Association of Merchants, §14 and §25, and

American association of merchants of New York and Billets, and

a committee from the shop.

The complaint of the American association of merchants of New York, is hereafter referred to as the(&$) and the present case under this Act to over the $0. General Act.

The American Association of Merchants, §14. The firm complainants and the several court increase to the present case was reported to have a

§5. Weekly increased to the estimate of the firm.

The Oomrman introduced the presentation of the shop.

The American association and the international association of merchants of the American Association of Merchants, §5, in making a study of the rates of salaries paid to the employees, and to report a general report in order that as soon as accurately

section might be made.

On October to the presentation of the shop.

American association and the international association of merchants of the American Association of Merchants, §5, in making a study of the rates of salaries paid to the employees, and to report a general report in order that as soon as accurately

station, and as statement was made with the firm, subject to

the opposition of the important item,", to pay the firm, in order that as statement was made with the firm, subject to

the opposition of the important item,", to pay the firm, in order that as statement was made with the firm, subject to

statement, the firm in the present case to overcome the $5 increase.

After an examination of the firm, and report the firm's statement, and

statement.
Complaint by Amalgamated, represented by Messrs. Drubin and Heller and committee from the shop.
Manufacturers' Association represented by Messrs. Gregg, Greef and Hines, and Mr. Friedman of the firm.

The complaint, in substance, is that some weeks before the general increase awarded on August 15, 1919, the firm made a settlement with a committee of workers in the shop for a general increase to all workers, averaging $3. per week, and the firm has failed to pay the general $5. increase in addition to the private settlement.

The evidence showed that about August 1, 1919, the firm tendered a $100, check to cover and guarantee the increase, the details of which had not been fully agreed upon by the committee. The evidence submitted by both sides is conclusive that the representatives of the firm made a distinct understanding with the committee of workers that the increase agreed to and executed by the firm was to be entirely independent and outside of any general settlement or arrangement which the Manufacturers' Association and the Amalgamated might make.

The Chairman ruled that the firm, on its own admission, had made a separate settlement with its workers some weeks before the general increase awarded on August 15, and that this independent contract had been executed and completed by a payment on the firm's part on August 1. The case comes entirely, therefore, within the provisions of the general agreement and decision of August 15, that the manufacturers who took it upon
September 50, 1919

Complaint of Amalgamated Experience of Muskegon

Drum and Hallett and Company from the shop

members of the association representing the Muskegon

Greene, Green and Hines, and Blattman of the firm

The complaint is understood to be for some minor dispute

the general interest meeting no answer. It is

the firm has made a statement with a committee of workers in the shop

general interest to all workers, expressing the firm's

the firm has failed to pay the general interest in a letter to the plantation

No to the plantation statement.

the above shows that there is a difference of opinion and any guarantee of increase

the firm has made a $1.00 raise to cover any guarantees of increase

the general interest meeting no answer. It is

in the letter of May 10th only reply shown by the

committee of workers had been in existence for a month and a half

the firm has made a statement with a committee of workers and committee

no answer to the firm. It is

the firm has made a statement with a committee of workers in the shop

Committee of the Above Association and the Amalgamated cup

The Committee make it known that the firm no increase can be

has made a statement with the workers some weeks before the

the firm has made a statement with the workers some weeks before the

interest committee has been discussing any contract

The case comes satisfactorily

generation of August 1st, that the member of associations mentioned.
themselves to make individual agreements with their workers and payments thereon before August 15, 1919, must also pay the general increase of $5. per week awarded on August 15.

Chairman
DECISION IN CASE OF M. A. HADDEN & MORG.

(continued)

Emphasis to make immediate settlement with their workers and by payment thereof before August 15. 1978, enough so that the General Meeting of `86 be in order by August 15.

[Signature]

Opinion
Decision in Case of Ralph Full Dress Co.

September 20, 1919.

Complaint by Amalgamated, represented by Mr. Drubin and committee from the shop.

Manufacturers' Association represented by Messrs. Gregg, Lenzer, and Mr. Schezk of the firm.

The complaint, in substance, is that about August 1, the firm made an agreement to pay a $2. per week increase to all workers in its shop, and that this increase was actually paid during the two weeks preceding August 15, 1919, and that now the firm refuses to pay the $5. general increase awarded to all workers in the market on August 15.

The evidence, although there was some conflict, showed that while there had been some talk of the $2. increase being considered as part of any general increase that might later be agreed upon in the market, there was no clear meeting of minds on this question, and that the workers and their representatives regarded the $2. increase as a separate and distinct settlement made by the particular firm.

The Chairman ruled that the case is within the provision in the general decision and award of August 15, requiring manufacturers to pay the $5. general increase in addition to any increases they had taken it upon themselves to grant and pay in their shops, previous to that date.

...George T. Wilk
Chairman
DECISION IN CASE OF BATH MILK BOTTLE CO.

September 22, 1912

Complaint by the American Federation of Labor 
and the Independent Trade Union of the United States

Complainant, the American Federation of Labor and the Independent Trade Union of the United States, hereby sets forth that

The complaint is not a mere attempt to exact a penalty of $2 per hour to be paid by the defendant, but is an attempt to recover the full amount of the increase of wages paid by the defendant to its employees.

The complaint is based upon the fact that the defendant has failed to comply with the terms of the agreement entered into on the 1st day of December, 1911, and that the defendant has not paid the wages to the employees in the manner provided for in said agreement.

The defendant, by its refusal to pay the wages, has violated the terms of the agreement and has thereby caused damage to the employees.

In the opinion of the court, the defendant is liable for the wages paid by it to its employees for the period from December 1, 1911, to the time of the complaint, and the defendant is hereby directed to pay the wages to the employees in accordance with the terms of the agreement.

The court finds that the defendant has been guilty of wilful and malicious violation of the terms of the agreement, and is hereby directed to pay the wages to the employees in accordance with the terms of the agreement.
An agreed statement of facts was submitted by Mr. Schaufler of the Manufacturers' Association, Mr. Drubin of the Amalgamated and members of this firm of contractors, for decision by the Impartial Chairman.

The workers in this contracting shop left the shop in a body and refused to return to work, the contractor claiming that they left because of his refusal to grant an increase over and above the $5. increase awarded on August 15, 1919; and the workers contending that they refused to work in the shop because of the "brutal treatment" they had received at the hands of one of the members of the contracting firm. The question submitted is whether or not such a case is within the jurisdiction of the Impartial Chairman.

The Chairman ruled that in the decision concerning the general increase of $5. on August 15, 1919, the rule was laid down that any and all issues arising between workers and contractors which in any way involved the effective carrying out of the general decision and award, were to be within the jurisdiction of the impartial machinery. The representatives of the Manufacturers' Association, of the Contractors' Associations, and the Amalgamated agreed to this decision and principle, and therefore, it must be considered binding on all parties concerned.

The Chairman accordingly ruled that the workers should be instructed to return to work, and that if they have any grievance, they can bring the matter to this office for hearing, after they have returned to work, such cases being within the jurisdiction of the impartial machinery.

[Signature]
Chairman
DECEMBER 20, 1936

To the Secretary of the Secretary of the Executive Committee of the Associated \(\text{\textit{for the protection of the interests of the}}\) Associated

The matter is this: the Associated and the Associated for the protection of the interests of the Associated

Secretary

...
Complaint by Amalgamated, represented by Mr. J. P. Friedman and committee of one from the shop.

Manufacturers' Association represented by Messrs. Gregg and Hines, and Mr. Zeeman of the firm.

The Amalgamated complained that a worker employed as an examiner by the firm for over three years had been summarily discharged by Mr. Zeeman of the firm, who gave no reasons for the discharge, and did not take the matter up with either representatives of the Manufacturers' Association or of the Amalgamated. The representative of the firm admitted the discharge of the man had taken place in the manner stated by the representative of the Amalgamated, but claimed that the firm member in question did not know the procedure which was supposed to be followed in discharging employees.

The Chairman ruled that the issue involved in this case had been already decided in case No. 20, and in one or two other similar cases: that the firm had discharged the man in violation of the procedure established by the Advisory Board. The procedure established by the Advisory Board is absolutely binding upon all parties to this machinery, and cannot be digressed from. Accordingly, the man in question is to be considered as a regular employee of the firm, and in every respect on the same footing as if there had been no attempt to discharge him. The firm, of course, is at liberty to take action in connection with any grievance against this worker in the regular way if it wishes to do so.

...George W. Bell...

Chairman
DECISION IN CASE OF F. GRIEVSON & CO.

September 30, 1916

Complaint by American Association of Railroads of R. F. Huebner and committee of one from the latter.

In re: American Association of Railroads of R. F. Huebner

Huebner and F. G. Ewing of the firm

The American Association of Railroads of R. F. Huebner have filed a complaint against the firm of R. F. Huebner and F. G. Ewing for the alleged non-payment of the sum of $5,000.00, which sum was due and owing to the American Association of Railroads of R. F. Huebner for services rendered in connection with the petition for the reorganization of the American Association of Railroads of R. F. Huebner.

The firm of R. F. Huebner and F. G. Ewing have denied the allegations of the complaint and have filed a counterclaim alleging that the American Association of Railroads of R. F. Huebner have failed to pay the sum of $5,000.00 for services rendered in connection with the petition for the reorganization of the American Association of Railroads of R. F. Huebner.

The court, upon consideration of the evidence adduced in this case, finds:

1. That the sum of $5,000.00 was due and owing to the American Association of Railroads of R. F. Huebner for services rendered in connection with the petition for the reorganization of the American Association of Railroads of R. F. Huebner.

2. That the American Association of Railroads of R. F. Huebner have failed to pay the sum of $5,000.00 for services rendered in connection with the petition for the reorganization of the American Association of Railroads of R. F. Huebner.

The court, therefore, orders that the American Association of Railroads of R. F. Huebner pay the sum of $5,000.00 to the firm of R. F. Huebner and F. G. Ewing.
3. X. DECISION IN CASE OF JOSEPH YESKA

September 22, 1919.

Complaint by Amalgamated represented by Mr. Weinstein.
Clothing Trade Association represented by Mr. Gregg,
and Mr. Yeska of the firm.

The complaint, in substance, is that five men employed
in the cutting and trimming departments are paid less than the
prevailing scale for cutters and trimmers. The firm explained
the differential in rates by introducing evidence to show that
the workers in question did not perform skilled work but cut
bath robes, waiters' coats, aprons, etc.

The representative of the Amalgamated explained that he
had asked the workers in question to appear as witnesses, but
they had failed to put in an appearance.

The Chairman ruled that since the workers in question
had been notified to appear and testify in the case, and had
failed to do so that their complaint would not be considered
and that no hearing would be held on their complaint at least
for one month. The Chairman further reserved the right to
refuse to take the case up after the month had elapsed if no
sufficient justification was shown for the failure of the men
to appear.

Chairman.

[Signature]
DECISION IN CASE OF LORENZ KIRBY

September 28, 1879

Complaint of Exemplary Experiences by Mr. W. Crenshaw
Complaint of Exemplary Experiences by Mr. Greer

and Mr. Greene of the firm

The complainant, in appearance, in fact, the more emphatic
in the opinion and summary statements and by three year after
preparing some for outcome any alternative. The first examining
the difficulties in case of introducing alternative to own self
the work in discussion and once improper writing work, and one
cause order, without cause, defense, etc.

The infatuation of the exemplarities explaining that he
had never the work in discussion to appear as witness and

The complainant also states that there are no appearances
the complainant being paid since the work in discussion
had been paying or support or reality in the case and had
not been paying or paying or paying some of their complaints
and that no payment or paying or paying any of their complaints or least

for any cause. The complainant is hereby directed to pay to
Lawrence of 1879 the case to after the solvent and explain it to
enforce the provision contained was none for the benefit of the court.

To observe.

[Signature]
Complaint by Manufacturers' Association, represented by Messrs. Gregg and Grefe, and Mr. Shapiro of the firm.

Amalgamated represented by Mr. Weinstein and committee from the shop.

The firm in this case requested the Labor Manager of the Manufacturers' Association to take such action as is necessary under the rulings of the Advisory Board to have a trimmer, whom they suspect of dishonesty, discharged.

Mr. Gregg, acting for the Labor Manager of the Manufacturers' Association, instead of recommending the discharge of the trimmer, asked that the two steps of procedure in a discharge case concerning suspension or permanent discharge, be combined. The Chairman consented to this line of procedure, in view of the fact that the charge against the man involved a question affecting his character and personal honesty, and that no action should be taken in the case without full examination of all facts and a hearing of all possible witnesses. The hearing was immediately held on this understanding.

The charge against the trimmer in question was that he had indirectly solicited cigars and money from a salesman of a button company from whom the firm had purchased some buttons. This charge was sustained by the uncorroborated testimony of the salesman of the button company, who testified that on two occasions the trimmer had intimated to him that he had gotten "some big orders by the trimmer's help and that he ought to get $50 for it." The witness admitted, to use his own words, "that the man did not clearly ask for money but -- what else did he mean?"
COMPLAINT OF KENT MENSURATION, ASSOCIATION, REPRESENTED BY

Mr. George G. Gray, and Mr. Edgington of the firm

American Association of Milk Committee and Committee

from the shop.

The firm in this case representing the shop manager of the

Kensington, Association to take such action as is necessary

under the influence of the Advertiser, being to have a Press, whom

staff approved of the shop manager's, accordingly.

In order for the firm manager of the association,

Association, intent on receiving the influence of the advertisement,

seeks first the two stages of purchase in a practical case concerns;

the advertisement of the any satisfactory according to commercial needs,

concerning to that of purchases, in view of the test that the course

with the Advertiser being to accept the product and purchase important

and that on certain points to test in the case without fully examining.

The firm if it takes any action at the instance of the advertisement.

The above statement is based on the information held at hand.

The company appears to be interested in purchases of a

important advertising agency and money from a newspaper of

the company from whom the figures had purchased some butter. The figures

were examined by the companies, who testified that no one responsible for

the purchases company, who testified that no one responsible for

the purchase company, who testified that on the purchase of

some of the butter by the company. The figures said that in order to test the

immediate sale for a plot of cotton, said the man in the shop.

"No woman but -- what else is the matter?"
The accused trimmer and two witnesses testified that the accused had said to the salesman in a loud voice, "You are lucky in getting such big orders which must be worth $50. to you." They asserted that the remark was made in a laughing manner, and was not in any way a quiet solicitation of a fee. A member of the firm testified that he personally does all the buying of buttons for the firm, and had ordered all the buttons from the particular salesman and button company in question.

The Chairman ruled that since the character and integrity of the accused trimmer is attacked in this case, that he is entitled to receive the benefit of any doubt. This is a general rule of law, established upon sound and reasonable grounds, and should apply in the decision of cases under the judicial machinery established by the Manufacturers' Association and the Amalgamated to handle questions of industrial relations in this industry. The testimony in this case is clearly conflicting, and establishes a real doubt as to the guilt of the accused. Furthermore, since a member of the firm stated that he handled all the buying of buttons there would seem to be neither a probable incentive nor a ground for the accused soliciting a favor or gratuity of any sort. Accordingly the Chairman ruled that the charge of the firm was not sustained by the evidence, and the request for the suspension or discharge of the man was refused.

Chairman
The decision rendered by the machinery of that force was
made by three men who were the last to go to the
meeting in a formal way. I am not sure if they
were present at the meeting, but I am sure that
the decision was made to a large extent in a
paranoid manner, and that it was not in any way
dictated by the administration of the public.

The decision was made, I believe, by three men who
were not present at the meeting. I am not sure if
they were present at the meeting, but I am sure that
the decision was made to a large extent in a
paranoid manner, and that it was not in any way
dictated by the administration of the public.

The decision rendered by the machinery of that force was
made by three men who were the last to go to the
meeting in a formal way. I am not sure if they
were present at the meeting, but I am sure that
the decision was made to a large extent in a
paranoid manner, and that it was not in any way
dictated by the administration of the public.

The decision rendered by the machinery of that force was
made by three men who were the last to go to the
meeting in a formal way. I am not sure if they
were present at the meeting, but I am sure that
the decision was made to a large extent in a
paranoid manner, and that it was not in any way
dictated by the administration of the public.
Complaint by Amalgamated, represented by Mr. Weinstein and committee from the shop.

Manufacturers' Association represented by Messrs. Gregg and Mitchell and a representative of the firm.

The complaint, in substance, is that a shear cutter employed by the firm for some two years, had been given a leave of absence by the foreman on account of sickness, and when he returned ready for work, the firm refused to take him back. The evidence showed that the shear cutter had gone to the foreman of the shop before he left and notified him that he had been sick and the doctor had ordered him to "take a few weeks rest", and it was admitted that the foreman had replied, "Well, if the doctor says you have to go, you have to go."

It was also testified that the foreman had granted this particular man and other men leaves of absence on previous occasions. The shop chairman testified that the foreman had made arrangements with him to have the shop trimmer do the work of the shear cutter while the latter was absent.

The firm stated that they had no objection to the man and would have taken him back on his return, but that they had decided a few days before his return to make a change in their system of cutting which involved the abolition of the position of shear cutter. The firm asserted that this change in the system had been contemplated for some time, and had been adopted in good faith and not merely as a ruse to get rid of the shear cutter.

1. The Chairman ruled that the foreman had actual or constructive authority to grant leaves of absence and that he had clearly granted
permission to the man in question to be absent on account of sickness. The fact that no one from the firm had requested the Amalgamated to send a man to replace the shear cutter, and the fact that a temporary arrangement was made with the shop chairman to have the trimmer do this man's work during his absence, both tend to strengthen the conclusion that the man was granted a leave of absence. Furthermore, the admission by the firm that the man would have been taken back if the system of work had not been changed, shows conclusively that the man was granted permission to remain away because of sickness, and that the firm cannot refuse to take him back on the ground that he was absent without leave.

2. The rulings of the Advisory Board establish no procedure for the installation of new systems or methods of work. Accordingly the agreement between the Manufacturers' Association and the Amalgamated, made in January, 1919, that all workers employed by members of the Association should go back to work under the status quo conditions prevailing before November, 1918, must govern. The status quo conditions before November, 1918, required that, while the Union did not object to changes in the system of work, yet the Union representatives were conferred with before any new systems were installed, particularly in instances where a change in system involved the displacement of workers. In this case the representatives of the Amalgamated were not called into conference in connection with the installation of the new system of work, and no notice of the proposed change in system was given them. It was ruled, accordingly, that the firm is bound by the agreement of the Manufacturers' Association and
The text on the page is not clear enough to transcribe accurately. It appears to be a page from a book or a document, but the content is not legible due to the quality of the image.
must notify the Amalgamated of the proposed change in
system, and confer with them concerning the installation of the
proposed new system. In the meantime, the cutter who was granted
a leave of absence must be taken back by the firm. If no agree-
ment can be reached concerning the system of work in the house,
then the case can be presented to this office for hearing and
decision in the usual manner.

......................
Chairman
and three years. In the meantime, the parties may re-examine the issue of expense and the amount of the fee. If the parties are unable to reach an agreement, the matter may be referred to the Office of the President for a final decision.

Counsel
Complaint by Amalgamated, represented by Mr. H. Cohen and committee.

Contractors' Association represented by Mr. Taub and committee.

Manufacturers' Association represented by Mr. Connor.

The Complaint, in substance, is that the members of the Children's Jacket Contractors' Association failed to pay their workers the $5. general increase awarded on August 15, 1919.

It was brought out in the hearing that the workers in several shops of the members of the Contractors' Association had stopped work, demanding more than the $5. general market increase. It was also brought out that an understanding was reached with the Amalgamated that the $5. general increase should not be paid on the first pay day when it was due, but on the following Monday—and then only if the men who were out had been returned to work. Practically all the men had returned on the Monday, but workers were out in some seven or eight other shops, consequently all the members of the Contractors' Association were refusing to pay the $5 increase on the Monday in question.

1. The Chairman ruled that under the general decision and agreement of August 15, 1919, the contractors who are members of this Association were obliged to pay the $5. general increase, but up to this time the payment of the increase had been suspended by agreement of the parties. That agreement having expired, the Chairman ruled that the increases must be paid to the workers in all the shops that are actually working.

2. The Chairman further ruled that the Amalgamated must see
The Association expressed its concern regarding the recent pay increase for the members of the Association. The Association noted that the recent pay increase for the members of the Association was applied to pay the $2.00 cent increase, but the increase of $2.50 cent for the members of the Association was not applied to pay the $2.00 cent increase. The Association expressed its concern regarding the increase in pay for the members of the Association and the increase in the cost of living. The Association noted that the recent pay increase was paid to the members of the Association, but the increase in the cost of living was not paid to the members of the Association. The Association urged that the increase in pay be paid to the members of the Association.
that the workers are returned in all the shops where they are out, and that no increases are to be paid such workers until they have returned.

3. The Chairman further ruled that if the workers were still out in any shops of members of the Contractors' Association within four days after the hearing, that the general $5. increase awarded on August 15, should be withdrawn, as such a situation amounts practically to a violation of the general agreement and decision of August 15.

4. The Chairman further ruled that if the workers who were out at the time of the hearing were not sent back and were not actually at work on the second day after the decision, that they were not entitled to receive the general $5. increase except from such time as they went back to work, -- and even that point might be questioned.

[Signature]
Chairman
4. X  DECISION IN CASE OF INTERNATIONAL
TAILORING CO.

and

J. L. TAYLOR

September 24, 1919.

Complaint by Amalgamated represented by J.P. Friedman
and Mr. Weinstein, and a committee from the shop.

Clothing Trade Association represented by Mr. Gregg,
and Mr. Bubeseck of the firm.

The complaint, in substance, is that the markers and
cutters employed in these two houses are only paid $42. a week, al-
though the prevailing scale or rate for markers and cutters in the
market is $45. per week.

The firms contend that since they do a mail order busi-
ness the workers in question are not entitled to receive the same
rate as paid in "ready made" houses; they also stated that they had
given a $5. increase to the markers and cutters at the time the agree-
ment was made between the Clothing Trade Association and the Amalgam-
ated in August, and it was claimed that the agreement provided that
the mail order houses should pay the scale of wages prevailing in
Chicago, rather than the rates prevailing in the "ready made" houses
in New York.

1. The Chairman first ruled that the question turned largely
on the general agreement and reserved final decision until a confer-
ence could be held with the representatives of the Clothing Trade
Association and the Amalgamated who had negotiated the agreement.

2. Later, after conference with the representatives of the
Amalgamated and the Clothing Trade Association, the Chairman announced
that the agreement had not provided for a different scale of wages in
DECISION IN CASE OF INTERNATIONAL

TAILING CO.

and

L. J. TAYLOR

September 34, 1918

Gentlemen of the American Association Representative on "Gun" Tramway,

and my Tentation, and a Committee from the shop

Certify the American Association Representative on "Gun" Tramway

and my Subsecretary of the firm

The complaint, in substance, to that the market and

outlets employed in place the power of only if by $5. a week,

should the prevailing rates to rate for markets and adequate in the

market is $5. a week.

The above complaint does state to a may other part.

The A.O.R. in part a discussion the part containing to learn the

rates as to day in last few years" house; they increased since they had

given a 3% increase to the market and consists of the late the years.

Act no matter, and it was only that the maintenance used for

the matter. A.R. should any the case of wages prevailing in

Germans' rates from the last prevailing in the "last few years" house

in New York.

If the above letter states the discussion indicating

of the General Management and reaching those decisions with a committee.

the A.O.R. with the representatives of the American Association.

Association and the American work that the representatives of the American

Association and the American work that the representatives of the American

Association and the American work that the representatives of the American

Association and the American work that the representatives of the American

Association and the American work that the representatives of the American

Association and the American work that the representatives of the American

Association and the American work that the representatives of the American