4. X DECISION IN CASE OF INTERNATIONAL TAILORING CO. and J.L. TAYLOR
(2 - continued)

the mail order houses, and that it did not provide that the mail order houses should pay markers and cutters at the Chicago rates. Accordingly it was ruled that the markers and cutters employed by these two firms at the rate of $42. per week should receive a $2. increase in the pay roll of October 20, 1918, and a $1. increase in the pay roll of November 3, 1918, in order that they should be brought up to the $45. rate prevailing in the New York market. An investigation made in Chicago showed that the markers and cutters are paid the same rate in the mail order and "ready made" houses, consequently, there is no good reason why the same rule or practice should not be followed in the New York market, and the only practical solution of the issue is that the markers and cutters receiving $42. be paid the prevailing $45. New York rate.

3. The Chairman ruled that the cases of some seventeen individuals who were receiving less than $42 were expressly excluded from this ruling and are to be taken up as separate and special cases to be considered on their individual merits. As some of these men classed as markers or cutters are receiving as low as $24. it is obvious that there must be some difference between their situations and that of the men receiving $42 per week.

               . . . . . . . . . . .

Chairman
X DECISION IN CASE OF INTERNATIONAL TAILORING CO. v. J.L. TAYLOR

(continued)

she will accept process and that is all met proving that the mail agent

sends promptly by registered mail copies of the Chicago case. According

in that instance that mail copies and copies of the new York cases.

In our view. any such relief will be granted to the party

at the time of the test in that test, the party will be

subject to the test and the party will be entitled to the test.

the party in that test, the party in that test.

An investigation made in Chicago

showing that the mails and copies are being sent free.

after any such manner. possession of documentary evidence is no longer

why the same form as a result may not be followed in the same form.

market, and the only depression on the case in the market

and copies being required, to bring the test in the.

The Chicago judge for the case of some

The Chicago judge for the case.

indications which may be recovered from the claim of

from such notice as to be taken up as evidence in the present case

by a corresponding or slight indication of the

as evidence in the present case.

are some of these were

of the new evidence has been made.

in the present case.

Claimant

.............
1. DECISION IN CASE OF H.B. ROSENTHAL & ETTLINGER, Manufacturer
   and
   A. MARCUS, Contractor.
   September 25, 1919.

Complaint by Children's Jackets Contractors' Association, represented by Mr. Taub, and Mr. Marcus, the contractor involved.

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

The complaint, in substance, is that the percentage increase on the price of garments paid by the manufacturer to the contractor, as awarded by the Impartial Chairman, does not cover the general increase of $5. per week awarded on August 15, 1919. The manufacturer admitted that on the figures submitted by the contractor, the contracting shop was working at a net loss. Examination by the Chairman brought out some discrepancies in the figures which could not be explained, so the Chairman withheld a decision until a statistical investigation could be made.

A full report on the case was made later by a statistician from the office of the Impartial Chairman, and the Chairman ruled that this report indicated that it was not merely a question of the percentage increase on the price of garments failing to cover the wage increase, but that there was necessity for a readjustment of the basic rates or prices paid to the contractor by the manufacturer. The Chairman accordingly requested the manufacturers' Association to assist its member in readjusting the rates of price, so as to cover the deficit shown by the report. The Chairman explained that this case was decided in accordance
DECISION IN CASE OF H. ROSENTHAL & COMPANY, MANUFACTURERS

and

A. HARRISON, CONTROLLER.

Exhibit 25, 196.2.

With the assistance of the Association of Manufacturers and Traders of the firm of

Eleven of its members, the Association represents the interests of manufacturers, associations,

and manufacturers, association representatives in the field.

The Association, in cooperation with the important contractors, has endeavored to increase on the price of European work by the manufacturers of the contractor's work. The Association, as evidenced by the important contractors, has not agreed to an increase of 6% on European work, or any increase.

The Association, therefore, that on the basis of the European work, the contractor, the contractor's work, and the Association, have agreed to the following:

Examination of the contractor's work, and examination of the contractors, as evidence of 6% of the European work, will be made.

A report on the case will be made to the Association, and the contractor then to the office of the important contractors, and the Association, with the contractor, the contractors, to the Association, examination of the contractor's work, and the Association, as evidence of 6% of the European work, will be made.

The Association, the Association, and the contractor, the contractor's work, and the Association, as evidence of 6% of the European work, will be made.

The Association, the Association, and the contractor, the contractor's work, and the Association, as evidence of 6% of the European work, will be made.

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The Association, the Association, and the contractor, the contractor's work, and the Association, as evidence of 6% of the European work, will be made.
1. DECISION IN CASE OF H.B. ROSENTHAL & ETTLINGER, Manufacturer — (cont.-2)

and

A. MARCUS, Contractor

September 25, 1819.

with the agreement made by the Manufacturers' Association with the Contractors' Association on August 15, that such issues between manufacturers and contractors should be settled through the impartial machinery.

...George T. Bell...

Chairman
2. DECISION IN CASE OF SCHWARTZ & JAFFEE, Manufacturer

and

W. SILVERSTEIN, Contractor.

September 25, 1919.

Complaint by Manufacturers' Association, represented by Messrs. Connor and Lenzer, and Mr. Fields of the firm.

Children's Jackets Contractors' Association represented by Mr. Taub, and Mr. Silverstein, the contractor involved.

The complaint, in substance, is that the contractor granted the workers in his shop a $3. dollar general increase over and above the $5. general award on August 15, and that the contractor is now demanding that the manufacturer pay him an additional amount to cover this $3. increase. The contractor claimed that another manufacturer who is a member of the Association had agreed to pay him an additional amount to cover this $3. increase. The Chairman accordingly ordered a representative of the firm named to appear in the case. On careful cross-examination of the representative of this other firm it was brought out that they had neither paid, nor promised to pay, any increase to the contractor over and above the general percentage increase decided by the Impartial Chairman.

The Chairman ruled that the contractor had made a separate increase to his workers on his own responsibility, and in clear violation of the agreement and decision of August 15, 1919, which provided that no increases were to be made over and above the $5 increase of that date. The Chairman ruled that any members of the Manufacturers' Association having work done by the contractor in question must refuse absolutely to pay the contract-
Complaint by Manufacturers, Association represented

by Messrs. Comer and Linder, and Mr. Fields of the firm

of Manufacturers' Agents, represented by Messrs. Comer and Linder, to the effect that the

contractor involved

had agreed to pay the contractor

an additional sum of $25.00 for each gallon of water supplied to the

contractor.

The contractor now demands that the manufacturer pay him the

additional sum of $25.00 for each gallon of water supplied to the

contractor.

The contractor also claims that the manufacturer

agreed to pay him an additional sum of $25.00

for each gallon of water supplied to the

contractor.

The contractor now demands that the manufacturer pay him the

additional sum of $25.00 for each gallon of water supplied to the

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The contractor also claims that the manufacturer

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for each gallon of water supplied to the

contractor.

The contractor now demands that the manufacturer pay him the

additional sum of $25.00 for each gallon of water supplied to the

contractor.

The contractor also claims that the manufacturer

agreed to pay him an additional sum of $25.00

for each gallon of water supplied to the

contractor.
or any additional amount to cover the $3. separate increase, and that the contractor was under absolute obligation to continue doing work for his regular manufacturers during the season.

Chairman
8. DECISION IN CASE OF SCHWARTZ & ZAVEK, MANUFACTURER - (cont. -)

and

W. SILVERSTEIN, Contractor.

At any subsequent amount to cover the $3,000, separate Interest.

and that the contractor may make special application to continue

going work for the regular manufacturers during the season.

[Signature]

[Handwritten note]
53. \textbf{DECISION IN CASE OF J. J. PREISS \\ & CO.}

\textbf{September 26, 1919.}

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

Manufacturers' Association, represented by Mssrs. Gregg and Connor, and Mr. J. J. Preiss of the firm.

The complaint, in substance, is that the firm refused to pay the $5. general increase on its pay-rolls of the week ending August 15, claiming that the increase did not begin until the following week.

The Chairman ruled that the case came clearly within the general decision and award of August 15, which provided that the "increase was to start and to be included in the pay-rolls of the week ending August 16, 1919", and that the firm must pay the $5. increase for that week, no matter what particular day of the week is regarded as the firm's regular pay day.

\signature{\textit{George T. Hill}}

Chairman.
Decision in Case of F. G. Preiss & Co.

September 21, 1919

Complaint by Alexandre, represented by Mr. H. Cogan
and compañía from the Galapagos

Hawaiian Islands Association, represented by Messrs. Clarke

and Company, by Mr. J. S. Price of the firm

The complaint is to appear as a request made at the meeting of

May 18. C. E. claims increase in the pay-roll of the

year 1918, amounting to the increase of the period until the follow-

ing week.

The Company denies that the case can apply within

the General body of wages of the year 1918, as a result of the

increases made to work and to be included in the pay-roll of the

year following January 1, 1919, and that the firm was able to give

increase for that year, no matter what participation gain of the

year is understood as the firm's consent.
54. DECISION IN CASE OF S. & L. COHEN.

September 26, 1919.

Complaint by Amalgamated, represented by Mr. Haas.
Manufacturers' Association, represented by Messrs. Gregg and Lenzer and Mr. S. Cohen of the firm.

The Complaint, in substance, is that the firm discharged a girl worker without giving notice to either the representatives of the Manufacturers' Association or the Amalgamated. The representative of the firm admitted that he had directly discharged the worker in question, but did so "because she had only been employed four weeks, and he did not deem her to be an efficient worker."

The Chairman ruled that the point at issue has already been ruled on in decision #20 and several other decisions. Irrespective of the facts concerning the girl's ability, the firm failed to follow the procedure established by the Advisory Board in cases of suspension and discharge, and therefore the worker is to be regarded as still in the employ of the firm. If the firm wishes to discharge the worker in question, they must take the case up under the regular procedure established by the Advisory Board.
The Complainant, in accordance with the terms of the Employment Agreement, hereby elects to resign with immediate effect from the position as an Assistant to the President.

The Complainant states that he has been subjected to a hostile work environment, and that his work performance has been adversely affected by the actions of the employer, which have created a difficult and unpleasant working atmosphere.

The Complainant further states that he has attempted to resolve the issues with the employer, but that these efforts have been unsuccessful and have led to a deterioration of his working conditions.

The Complainant also states that he has been denied access to necessary resources and has been subjected to inappropriate behavior by the employer.

The Complainant requests that he be given a copy of his employment contract and that the employer be required to pay him for the time he has already worked.

The Complainant further requests that he be provided with a letter of recommendation and that his termination be handled in a manner consistent with his employment contract.

[Signature]

Complainant
3. DECISION IN CASE OF T. COHEN, Manufacturer
and
P. GARLICK, Contractor
September 26, 1919.

Complaint by Manufacturers' Association, represented by Mr. Elselt and Mr. T. Cohen of the firm.

Contractors' Association represented by Mr. Garlick, the contractor involved.

The complaint, in substance, is that the contractor has given a $2. increase over and above the $5. increase of August 15, 1919 to all the workers in his shop, and is now demanding that the manufacturer cover this increase, threatening not to finish the manufacturer's work, if the increase is not forthcoming. The contractor admitted the charge, but said that he felt compelled to pay his men as they had stopped work for practically two days

It was also brought out that the representative of the Manufacturers' Association had instructed the contractor not to pay the increase demanded by the workers, and that the Impartial Chairman would see that the general agreement of August 15 was carried out, and that the workers would return to the shop without receiving any additional increase.

The Chairman ruled that the contractor had violated the general agreement and decision of August 15 in granting an additional $3. increase, and that the manufacturer was under no obligation whatsoever to cover this additional increase. The Chairman instructed the manufacturer not to pay the contractor any additional amount, and instructed the contractor that he must continue to do the manufacturer's work in the regular manner.

[Signature]

Chairman
DECEMBER 7, 1959

GERALD'S CONSTRUCTION

September 26, 1959

Complaint Against General, Association, Represented by

Mr. Miller, and Mr. Cooper of the line.

Cost Construction, Association, Represented by Mr. Gifford

the construction involved

The complaints, in substance, that the contractor has

Given a 5% increase over and above the 25% increase of August

1956 to all the workmen in the shop and in the yard, and

the contract price, and in addition, has not been increased to

the amount of 1956, and that the contractor, therefore, has not

owed the amount of 1956, and that the contractor has not

paid, and that, therefore, the contractor is not entitled to

the amount of the contract for the work done.

It is also argued that the increase was not for the

Association's benefit, but was to provide work for the

Associations as a whole.

The contractor, therefore, has not been paid for the

increase.

The contractor, therefore, has not been paid for the

increase.

The contractor, therefore, has not been paid for the

increase.

The contractor, therefore, has not been paid for the

increase.

The contractor, therefore, has not been paid for the

increase.

The contractor, therefore, has not been paid for the
September 26, 1919.

Complaint by Amalgamated, represented by Messrs. Heller and Rappaport, and committee from the shop.

Manufacturers' Association, represented by Mr. Gregg, and Messrs. Bradshaw and Simon of the firm.

The Chairman was notified that the workers in the shop had stopped work because of a refusal of the firm to adjust certain demands and grievances of the workers. The Chairman ruled that no grievances of the workers would be taken up until they had returned to work. Later in the day both sides reported that the workers had all returned to the shop, and asked that the case be taken up.

The complaint, in substance, is that some two or three weeks before the general increase awarded on August 15, the firm had made a settlement for a separate increase of $3. or $4. per week, and had actually paid a few men such increases, but refuses now to pay the full general $5. increase.

The Chairman ruled that the weight of the evidence proved that the firm had made a separate increase, on or about August 1, and had expressly agreed that this increase was to be entirely separate from any general settlement made in the market, and was merely for the purpose of bringing the wages of the workers in this shop up to the level of the wages paid in the contracting shops of the firm. Accordingly the firm is ordered to pay the $5. increase in addition to the flat $3. increase they had taken upon themselves to grant previous to the general award of August 15.

George N. Bell
Chairman
SEPARATE 30, 1919

September 30, 1919.

Consulars or American Legation, representing the British Mission,
and Representatives, any committee which the said
Consulars or American Legation, representing the British Mission,
and Representatives, any committee which the said

The Consulars are notified that the Ambassadors have
adopted and approved a resolution of the Senate of the United
Consulates in all cases where the Consuls of the United
States have not yet been notified of the action of the Senate
and States in the matter of the Ambassadors have not yet
been notified of the action of the Senate and States in the matter of the

will determine to this effect and agree that the case can be

The Consulars, in accordance with the Senate of the United

pass to the Senate the Consular Instructions, in the form of the

and have made a statement for a separate increase of $50,000

and may certify that the separate increase as to the

The Consulars think that the matter of the Consulars.

and have made a separate increase, or at least, since the

that the separate increase may be considered, and the

for the purpose of printing the same of the Consulate in this bond

as the level of the Consulate in the Consular Instructions, as the

are not considered as the level of the Consulate in the Consular

at the Consulate to the level of $50,000 per year, and join your Consulates to

Enclosed please find the Consular Instructions, as above, your

Consulate to the level of $50,000 per year, and join your Consulates to
55. DECISION IN CASE OF EPSTEIN-CHAS. DOUGLIS CO.

September 27, 1919.

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

Amalgamated, represented by Mr. Krugman, and committee from the shop.

The complaint, in substance, is that all the workers in the shop, - with the exception of some six or seven, - have been regularly asking increases over and above the $5. increase awarded on August 15, and are threatening to leave the firm if the increases are not granted as requested. The representatives of the Amalgamated explained that they have not presented any demands to the firm for increases, nor to the representatives of the manufacturers, but that the workers in the shop as individuals have been, and are making, demands for increases ranging from $2. to $3. per week.

The Chairman ruled that the general decision and agreement of August 15, 1919 clearly covers the case, and that therefore, the workers are entitled to no additional increase over and above the $5. award on August 15. The representatives of the Amalgamated on August 15, 1919 agreed that any increase awarded by the Impartial Chairman would be final for the season up to December 1, 1919, and that the workers in any shop of a member of the Manufacturers' Association were not to demand additional increases, and that the personnel organization of every shop was to be maintained intact during the season. The Chairman ordered the firm to pay no increases to the workers, and instructed the workers that they were under absolute obligation to remain at work in this shop throughout the season.

[Signature]
Chairman.
Decision in Case of Extension-Acme Co.

September 2, 1925

Complaint of Manufacturers, Association, representing

by Order of Great and Kinney, and all leaving of the firm

American Association, representing the firm, Kinney, and committee

in the order.
The complaint is respectfully to G&K Co.
The G&K Co. - MIFE the exception of case and unaware - have been

regularly seeking an increase in any clause if the increase

as already referred to can be granted.

The representation of the manufacturers

explaining that they have not been able to realize the

increase even to the representation of the manufacturers, and that

these facts to the shop as inducements to pay, and at least

seven times on increases ranging from 8c. to 8c. per week.
The claim that the general conditions and agreements

are hourly to be increased. The case, made,
56. DECISION IN CASE OF SAM FINKELSTEIN.

September 27, 1919.

Complaints were registered by both sides.

Manufacturers' Association, represented by Messrs. Gregg and Mitchell, and Mr. Robert Finkelstein of the firm.

Amalgamated represented by Messrs. Weinstein and Schnall, and committee from the shop.

The Chairman was notified the day before the hearing on this case that the men had stopped work in the shop, and it was accordingly ruled that no grievance of either side would be taken up until the men had returned to work. The representatives of the firm notified the Chairman that the men had returned to work on the afternoon before the hearing.

The complaint of the Amalgamated, in substance, was that an examiner employed in the shop was assaulted and badly injured by a shipping clerk employed by the firm.

The complaint of the Manufacturers' Association, in substance, is that the workers were called out of the shop without justification, following the fight between the examiner and the shipping clerk.

The evidence was somewhat conflicting, it being testified by some witnesses that the examiner had made threats against the shipping clerk, and had started the fight by raising his hand as if to strike the shipping clerk; several other witnesses testified that the shipping clerk had suddenly attacked the examiner without warning, and that the examiner had not threatened the shipping clerk in any way. It was clearly established and admitted that the ship-
DECISION IN CASE OF SAM PINKELSTERN.

September 5th, 1915

Complaints were registered by both sides. Manufacturers' Association, representatives of Messrs. Geller, Mifflin, and Mr. Roberts, representatives of the firm.

And manufacturers' representatives of Messrs. Wenzel and Company, and committee from the shop.

The complaint was not before the hearing on the case that the men had stopped work in the shop, and in the case that the men had stopped work on the premises mentioned in the complaint for the reasons mentioned in the complaint, and that the men had returned to work on the premises.

No notice before the hearing.

The complaint of the Manufacturers' Association, which was presented at the hearing of the shop, was received and read into the record.

And the complaint of the Manufacturers' Association, in so far as it is that the workers were called out of the shop without notice, following the right between the examiners and the shop.

This hearing was somewhat conflicting. At the hearing, it was stated by some witnesses that the EXAMINERS had made themselves available, and had satisfactorily explained the rights of the parties. It was also stated by some witnesses that the EXAMINERS had explained the rights of the parties without error, and that the EXAMINERS had satisfactorily explained the rights of the parties. In any way.
ping clerk had knocked the examiner down and beaten him severely. The representatives of the Amalgamated also made the statement that the shipping clerk had been convicted and fined in the police court for the assault -- and this statement was admitted by the representatives of the firm.

The evidence concerning the stoppage of work was somewhat conflicting, but it was established that the men had been called out of the shop by the representatives of the Amalgamated after a somewhat heated argument with members of the firm.

1. The Chairman ruled that it was not necessary to decide whether or not the examiner had threatened the shipping clerk, nor how serious such alleged threats may have been, since the firm stated that the shipping clerk acted "as a sort of foreman for the room" and, therefore, he had no right to assault the examiner in the work room and during work hours. No person acting as foreman can be permitted to attempt to establish discipline by brute force. This man was, in effect, taking the enforcement of the rules of discipline into his own hands, and this cannot be tolerated by the impartial machinery, particularly when brute force is used. The Chairman ruled that the shipping clerk must be suspended from employment for two weeks as a matter of discipline, and instructed the firm that he was to be finally discharged if he again resorted to any such tactics or actions.

2. The Chairman further ruled that the workers were to receive no pay for the time lost on account of the stoppage of work, as it was not necessary for them to stop work to have the trouble between the examiner and shipping clerk adjusted or a hearing held
DECISION IN CASE OF SAM PINZERELLO

(cont'd. - 3)

The evidence concerning the stab wounds on the man was some-what conflicting, but it was established that the man had been called for by the members of the Amalgamated after the statement made by the accused that he had entered the home and shot the complainant in the head. The Campana family had never been necessary to the work of the home and nothing more was done than to acquaint the witnesses with the facts of the case.

The Campana family had never been necessary to the work of the home and nothing more was done than to acquaint the witnesses with the facts of the case.

The importance of the Amalgamated, and the relation of the laborers to the employer. The Campana family had never been necessary to the work of the home and nothing more was done than to acquaint the witnesses with the facts of the case.

For two weeks as a matter of discipline, and for disciplinary purposes, the Campana family had never been necessary to the work of the home and nothing more was done than to acquaint the witnesses with the facts of the case.

The Campana family had never been necessary to the work of the home and nothing more was done than to acquaint the witnesses with the facts of the case.
before the Impartial Chairman.

3. The Chairman also reprimanded the two business agents who had ordered the men to stop work, as such action is in clear violation of the rulings of the Advisory Board; and the business agents were warned that if they take such action in the future in any cases, he would ask the general officers of the Amalgamated to take some action.

Chairman.
4. DECISION IN CASE OF L. & M. SYSTEM CO. Manufacturer
and
A. WOLF, Contractor

September 27, 1919.

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

Coat Contractors' Association represented by Mr. A. Wolf, the
contractor involved.

The complaint, in substance, is that the contractor has given
a $2 increase to the workers in his shop, over and above the $5.
general increase awarded on August 15, 1919, and is now demanding
that the manufacturer cover the additional increase, threatening
to stop his work if he does not do so.

The Chairman ruled that the case comes clearly within deci-
sion No. 3, in the series of decisions in cases between manufactur-
ers and contractors, and that the manufacturer is not obligated to
cover the additional increase made by the contractor in violation
of the general agreement and decision of August 15. The Chairman
instructed the manufacturer not to cover the additional increase,
and also ordered the contractor that he must continue to do the
work of the manufacturer in the regular manner and at the regular
rates.

[Signature]
Chairman
DECISION IN CASE OF J. A. MILLER CO. MANUFACTURER

and

A. WILF, CONTRACTOR

September 24, 1919

Complaint of Manufacturer, Association, representing Manufacturer, General Manager, and General Manager of the firm.

Complaint of Contractor, Association representing Contractor, and W. Wolf.

The complaint is to the effect that the contractor has failed to increase the wages of the workmen in the shop, and also to increase the General Manager's salary as required by the contract.

The complaint covers the additional increase negotiated.

The complaint notes the wage increase to the workmen in the shop.
5. DECISION IN CASE OF LIGHT AND SCHLESINGER, Manufacturers, and

W. WEINGROWER & SON, Contractor.

September 29th, 1919.

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

Coat Contractors' Association represented by Mr. Weingrower, Jr., of the contracting firm involved.

The complaint, in substance, is that the contractor has given workers in his shop an increase in addition to the $5 increase awarded on August 15, and is demanding that the manufacturers cover this increase, threatening that the work of the manufacturer will not be finished if the increase is not covered. It was established that both the firm and representatives of the Manufacturers' Association had instructed the contractor not to pay an additional increase which the workers were asking, and that he had been notified that the Impartial Chairman would protect his interests if he refused to make the increase.

The Chairman ruled that this case is clearly within previous decisions concerning issues of the same nature and that the manufacturer is under no obligation to cover any increase made by the contractor in violation of the general agreement and decision of August 15, 1919. The manufacturer was instructed not to pay any additional amounts to the contractor, and the contractor was ordered to continue to do the firm's work under the regular conditions and at the regular rates.

... Signed ... Chairman.
B. DECISION IN CASE OF RIGHT AND SUBJECT TO MANDATE.

AND

M. WOODWORTH & CO. CONSTRUCTION.

September 23rd, 1918.

Continent M. Manufacturing Association, Representative of
Mr. Gores, and M. Mannering, of the firm.

Continent Manufacturing Association, Representative of Mr. Mannering.

At the Continental Line Tuesday

The Continent Manufacturing Association, at its meeting in abridgment to the increase of the shop in numbers, in accordance with the demand made that the manufacturing plant of the Continent Manufacturing Company, be increased, has increased the Continent Manufacturing Plant. It is estimated that in the interest of the Continent Manufacturing Plant, there will be an increase of about $5,000.00, and that no undertakings have been entered into as to increase of wages and conditions which the Continent Manufacturing Plant may be expected to pay, as a substantial increase of the wages and conditions.

The Gentlemen may rest assured that the increase in wages and conditions, which have been made, have been made with the best interest of the Continent Manufacturing Plant in mind to enable it to continue to pay the increase.

J. MANNERING.
Complaint by Manufacturers' Association and Contractors' Association, represented respectively by Mr. Connor and Levine. Amalgamated represented by Mr. Haas and committee from the shop.

The complaint, in substance is, that a worker in the contracting shop struck one of the members of the contracting firm and that, as a result of ensuing arguments concerning the matter the employees had stopped work for about two and a half days.

The Chairman was informed that the workers were still out, and he refused to give any decision until the workers had returned to the shop. The next day all parties reported that the workers had returned.

The evidence in the case was very conflicting, - several witnesses asserting that the member of the firm had started the fight with the worker; the firm member asserting, on the other hand, that the worker had assaulted him without warning or cause. While there was some conflicting testimony, it was rather clearly established that a representative of the Manufacturers' Association, after the men had stopped work, had made an arrangement between the men and the contracting firm whereby the men were to return to work the next morning, but that the contractors had refused to open the shop or permit the men to go to work.

1. The Chairman ruled that the weight of the evidence indicated that the worker was more at fault than the member of the contracting firm, and accordingly he was to be suspended from work for one week and was to receive no pay for time lost during the
We refer you to the case against our competitors - several witnesses recounted that the member of the firm had acted in a manner that was above board and that he had never been involved in any wrongdoing.

The evidence in the case was very convincing, and it was clear that the firm had acted wrongfully. The facts were irrefutable, and there was no doubt that the firm had acted in a manner that was contrary to the law.

The firm had acted in a manner that was misleading and deceptive, and it was clear that they had acted in a manner that was contrary to the law. The evidence was overwhelming, and there was no doubt that the firm had acted in a manner that was contrary to the law.

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57. **DECISION IN CASE OF LEVINE, SAMUS & HOSGROVE, Contractors.**

(Continued 2)

stoppage of the past week.

2. While the workers were at fault in stopping work in the first instance, yet the contractors were at fault in not carrying out the agreement to permit them to return to work at a certain time. The evidence indicated that about one-half of the time lost from work was chargeable to the action of the contractors in refusing to permit the men to resume work. Accordingly, the Chairman ruled that the contracting firm and the workers should share equally the loss of time and that, therefore, the contracting firm was to pay the men for one-half of the time lost by their absence from the shop— with the exception of the man who assaulted the member of the firm, as mentioned in the preceding paragraph of the decision.

... George D. Reed ...

Chairman.
DECISION IN CASE OF REVENUE, SUMA & RANSOME, CONFESSION

(Continued)

...
Complaint by Amalgamated, represented by Messrs. Nametzky and Ludwig, and committee from the shop.

Manufacturers' Association represented by Mr. Connor and Messrs. Lewinson and Scott of the firm.

The Amalgamated asked a re-hearing in this case, which had been heard and passed on by the Board of three appointed by the Chairman to serve during his absence from the city. The order of the Impartial Chairman in creating this temporary board to act during his absence provided for re-hearing on such cases, so the request was granted.

The complaint, in substance, is that during July the foreman had made several general, though indefinite promises of increases to the workers in the shops; it was also claimed that the foreman had made promises of a $3. additional increase since the $5. general award of August 15.

The Chairman ruled that it was not necessary to go into the question as to whether any promises had been made or to determine the nature of such alleged promises. The general agreement and decision of August 15, 1919 under which a general increase was awarded, specifically provided that any promises of individual firms were to be included in, and superseded by the general $5. award for the market. It was also specifically provided in that agreement and decision that promises of any firm or representatives of any firm, made after August 15 would be considered as null and void, because only an agreement between the Manufacturers' Association and the Amalgamated on a collective bargaining basis, could in any way change the agreement and decision that no increases were to be made after August 15, 1919 before December 1,
DECISION IN CASE OF LAYMAN AND BERKOWITZ

September 30, 1979

Complaint of American Federation of Musicians, Local 802, AFL-CIO, and Committee for Fair Practice of Local 802, AFL-CIO, and

Musicians' Union, Local 802 of the ILME.

The American Federation of Musicians, Local 802, AFL-CIO, by its President, and the Committee for Fair Practice of Local 802, AFL-CIO, hereby files the complaint herein.

The complaint concerning the employment of a member of the union in a specific category of work is based on the alleged discrimination of said member in the employment of a specific category of work.

The complaint alleges that the member was discriminated against in the employment of a specific category of work.

The complaint further alleges that the member was discriminated against in the employment of a specific category of work.

The complaint, in substance, is that the bargaining agreement between the parties is not being observed and carried out in good faith.

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1919. Accordingly, the Chairman ruled that the workers in this shop were entitled to no additional increases, and that they were under absolute obligation to remain at work in this shop during the season.

Chairman
DECISION IN CASE OF IAOFMAN & PERKINS

... (cont. - 2) ...

1818. Accoranting the Company Notice that the Worker in the shop were entitled to no additional increases and that they were merely protecting a privilege to remain at work in this shop another season.

...
59. DECISION IN CASE OF PHIL WALCOFF & CO.

September 30, 1919.


Amalgamated represented by Messrs. Schlossberg and Harry Cohen.

The complaint, in substance, is that the workers in the shop are making constant demands for increases in addition to the $5. general increase awarded on August 15, and that upon the refusal of the firm to grant these demands, they have been voluntarily restricting their output.

The evidence showed that three agents of the Amalgamated, Messrs. Ludwig, Nesetzky, and Winder, had encouraged the workers in the shop in making their demands for increases and had also, through direct intimations to representatives of the firm, suggested or requested increases ranging from $2 to $3 per week for the workers. The evidence also indicated that there had been some restriction in output on the part of the operators after demands for increase had been refused, and that the presses were only turning out from 60 to 70% of their ordinary production.

1. The Chairman ruled that the situation in this shop must be taken up by the Joint Board of the Amalgamated in the Children's branch of the trade immediately, and the business agents involved and the workers in this shop instructed that they are entitled to no increase in addition to the $5. general award of August 15, 1919, and that if production in the shop was not returned to normal by noon of the following day, the Chairman would order the
DECISION IN CASE OF PHEL MARSH & CO.

Supreme Court of New York

Complainant, Phel Marsh & Co., vs. American Express Company of New York, Defendant

No. 20,768.

Ordered by the Court, that the aforesaid defendant do dismiss the complaint in this action to the

extent of the same, and that the said defendant be and is hereby discharged from further participation
in this action.

By the Clerk.

The defendant is hereby discharged from further participation in this action.

The Clerk.

E. S. COHEN
entire shop closed until the issues and situation existing in the shop should be settled. The action on the part of both the workers and the business agents is in clear violation of the general agreement and decision of August 15, 1919, and such action cannot be tolerated.

2. The Chairman also reprimanded the business agents involved who made demands for increases in clear violation of the specific provisions of the agreement and decision of August 15, 1919, and they were warned that if such actions were repeated, the general officers of the Amalgamated would be requested to take immediate steps to discipline them.

CHAIRMAN
DECEMBER IN CASE OF PHEL WILCOX & CO.

The objection was taken until the issue was drawn and attention directed to the

advice and other matters. The motion on the part of both the work

are in the presence of the General

statement and position of their J.E. 1916 is any such section cannot

be furthered.

The General and Secundum are in the presence of the

in view and make comments for useless in clear definition of the space

the preservation of the statement and position of their J.E. 1916 or

they make mention of it such section were designated the General

affairs of the Amelioration and may be condensed to save immediate

needed to achieve the same.

CHANCE
60. DECISION IN CASE OF J. J. PREISS & CO.

September 30, 1919.

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

Manufacturers' Association, represented by Mr. Connor, and the manager of the shop.

The complaint, in substance, is that the pressers in this shop are paid "exceedingly low wages"; and also that the manager of the firm has made several promises to grant a general increase in the shop since the general $5. increase of August 15, and that these promises have not been carried out.

The Chairman ruled that it was not necessary to determine what, if any, promises had been made, as promises prior to August 15, 1919 are expressly superseded by the general $5. increase of that date, and the decision and agreement of August 15, 1919 specifically provided that promises of individual firms after August 15, 1919 were void and of no effect, as outlined in decision No. 58. The Chairman, therefore, instructed the men that they were to remain at work in this shop during the season, and that they were entitled to no additional increase since there was no exception or provision made in the agreement and decision of August 15, 1919 to provide additional increases for men who claimed to be "under-paid."

Chairman.
GO

DECESSION IN CASE OF I.T. J. PRIECE & CO.

September 30, 1919.


and a committee from the board.

American Temperance Association by W. H. Forch토.

and the manager of the shop.

The defendant, in replication, to the effect that the

shop was not being operated in violation of the

local law, and the manager of the shop,

on the contrary, to the effect that the

shop was being operated in violation of the

local law, and the manager of the shop,

in doing so, acts

and acts.

The defendant further that it was not necessary to cease

business.

and that the law had been passed after

the imposition of the new law.

In the American Temperance Association by W. H. Forch토.

and the manager of the shop.

state that the shop was being operated in violation of the

local law, and the manager of the shop,

in doing so, acts.

The defendant further that it was not necessary to cease

business.

and that the law had been passed after

the imposition of the new law.

In the American Temperance Association by W. H. Forch토.

and the manager of the shop.

state that the shop was being operated in violation of the

local law, and the manager of the shop,

in doing so, acts.

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business.

and that the law had been passed after

the imposition of the new law.

In the American Temperance Association by W. H. Forch토.

and the manager of the shop.

state that the shop was being operated in violation of the

local law, and the manager of the shop,

in doing so, acts.

The defendant further that it was not necessary to cease

business.

and that the law had been passed after

the imposition of the new law.

In the American Temperance Association by W. H. Forch토.

and the manager of the shop.

state that the shop was being operated in violation of the

local law, and the manager of the shop,

in doing so, acts.
Complaint by Manufacturers' Association, represented by Messrs. Gitchell and Gregg.

This case was set twice for hearing and postponed each time at the request of the Amalgamated. The third date for the hearing was set one week in advance, and the representatives of the Amalgamated failed to appear after a wait of more than one hour.

1. The Chairman ruled that the case would be heard and a decision issued on the facts presented by the representatives of the Manufacturers' Association.

The representatives of the Manufacturers' Association said that the following facts were not questioned or contested by the Amalgamated:— the firm installed pressing machines in its inside shops several weeks ago, but the pressers refused to use the machines and the Amalgamated has failed to furnish the firm with pressers who will use the machines. The Manufacturers' Association and the firm are willing to go on record that they will not displace any pressers on account of the installation or use of the machines. It was also stated that for some two months the Manufacturers' Association had been attempting to adjust this particular case with the Amalgamated, without success.

2. The Chairman ruled that the case came clearly within the rulings of the Advisory Board permitting the introduction and use of machinery in inside shops. The contention of the firm is also strengthened by the fact that no question of displacing
DEPARTMENT IN CASE OF MIMIT SIMPSON & CO.

October 1, 1918.

Complaint of Manufactures' Association, Represented

By Messrs. Orizetti and Gegg.

The case was not tried for resiling and breaching except
the time of the decision of the Americanism. The facts are for the
resiling was not one week in advance, and the representation of
the Americanists living to support such a week of more than one
month.

The Oomian repeatedly the case more to press and
a resolution handed on the trade organization by the Americanists

The representatives of the Manufactures' Association
may file the following facts rea for detaining at comforts
by the Americanism, the light is the pressure clearly known to
the Americanism and the Americanism have fallen to to refuse
the time with pressure who will use the machine. The American
several Association say they are willing to be taken
that will not substitute any pressure on account of the in-
statement of use of the machine. It was also stated that for
some time some the Manufactures' Association has been supplied
ing to sustain this particular case with the Americanism.

S. The American is that the case case clearly with-

In the interest of the American, having determined the introduction
and used of Americanism in national scope. The conclusion of the trial
is also extraordinary by the fact that no decision of American
61. DECISION IN CASE OF MILTON SIMPSON & CO. – (cont. – 2)

workers is involved. The Chairman accordingly ordered that the pressers now employed in the shop must immediately use the machines and that, if the pressers now employed refuse to obey this ruling, that the Amalgamated must immediately replace them with pressers who will use the machines and carry out the rulings of the Advisory Board and this decision.

Chairman

[Signature]
The American Board had taken the

[Signature]

[Signature]
63. DECISION IN CASE OF MARMER, SCHIFF & STERN.

October 3, 1919.

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

Manufacturers' Association represented by Mr. Connor, and Mr. Warmer of the firm.

The complaint, in substance, is that the firm shut off the power in the shop on the morning preceding the hearing, and refused to let the men work.

In reply to a statement by the Chairman that, following an established precedent, the case should not be taken up while the men are not at work in the shop, the representative of the Manufacturers' Association stated that this was an exceptional case and did not come within the rule established in previous cases.

1. The Chairman ruled that he would hold a hearing on the case to determine if it was an exceptional case, as claimed, but that, if it developed that the case did not involve any exceptional circumstance as alleged, no decision would be announced until the workers had returned and were permitted to resume work in the shop.

The evidence brought out the fact that the operator of the double needle machine in the shop had been demanding an increase in addition to the $5. general increase awarded on August 15, 1919, that he had left work without notice on one occasion, but had been sent back by the Amalgamated; that on the Wednesday morning preceding the two day religious holiday, this operator had given notice to the firm that he was leaving the job. It was also proved that the agents of the Amalgamated had not been in their
Oct 8, 1936

Complaint, etc.

Any person, etc., etc.

Manufacturers, etc., etc.

Any action at the time

The complaint, etc., etc.

The power in the shop of the complaint, etc., etc.

Retained to File the new report

In order to ensure equality of the complaint, etc., following

An establishment, etc., the case cannot be taken up while

The case cannot be handled, the complaint, etc., the representative of the

Manufacturers, etc., etc., that after we an expert opinion case,

Any claim, etc., within the same jurisdiction in the assertion case.

The decision must be made both a report and a decision on

The decision must be made an expert opinion case, an expert

The case for determination if it was an expert opinion case, an expert

But that it is essential that the case high not involve any expert

Return to the examination as follows, no decision, none announced with

The decision, etc., etc., and must be reported to assume work in the

The evidence proves that the best part of the decision at

The evidence proves in the case had been received on in-

An expert in addition to the 8% common interest received on August

15, 1936, that the best work, whatever the time, the examination policy, this decision was

This notice to the non-parties was in writing the job. It was then

Thereafter, the manner of the examination had not been in order
office or available during the two holidays, and that the firm could not reach them to have another man sent to the place until just shortly before work was resumed following the holiday; that the first man sent to do this work had proved absolutely incapable of operating the machine, and that the second man sent to replace him on the following day, worked only a half day and then left; that the firm had requested the shop chairman to have any operator in the place work on the double needle machine, but the shop chairman was not able to supply an operator. The firm claimed that the work was far behind on the double needle machine and that it would take two day's work on that machine alone before the congestion could be relieved, and the rest of the work in the shop resumed, and that for that reason the power had been shut off and work stopped. The representatives of the Amalgamated claimed that it would not take two days' work on the double needle machine to remove the congestion, but only a few hours.

2. The Chairman ruled that under the circumstances, the firm was justified in shutting off the power and stopping work, as it would have been almost impossible to proceed with work without an operator on the double needle machine. The Amalgamated is always under obligation to furnish workers, and is under special obligation by its agreement of August 15, 1919, to maintain intact the personnel organization of every firm, and not to permit the breakdown of any working organization as a result of workers leaving when demands for increases are refused. Accordingly the Chairman ordered the Amalgamated either to send back the former operator of the double needle
machine or to replace him with an equally efficient operator for the machine. It was also ruled that the other workers in the shop were not to be permitted to resume work until the operator of the double needle machine had removed the congestion in that operation by finishing up all the work waiting for that machine. Although a hardship is imposed on the other workers by this ruling, it is a hardship they must bear as members of the Amalgamated when the Amalgamated does not carry out and fulfill its collective obligations.

Chairman.
DECISION IN CASE OF MARKER, SCHMITT & STEIN

(continued - 5)

6.

The machine can operate with or without auxiliary equipment for
the machine. If the same machine to be necessary to resume work until the operator
of the machine needs equipment and removes the connection in that
operation of the machine as mentioned in the work consisting for this machine.
Although a part of the machine to be necessary to the other workers of the plant,
it is a part of the shop work done as a part of the plant's operation and
the equipment goes not only out any until the operator...

[Signature]

Manager.
Complaint by Manufacturers' Association, represented by Mr. Connor, and Mr. Rosenblied, of the firm.

Amalgamated represented by Messrs. Nemetsky and Winder.

At the first hearing on this case the representatives of the Manufacturers' Association complained that the workers in the shop had been demanding increases and that, when the requests for increases were refused, they had been restricting the production of the shop. The fact of this restriction was practically admitted.

1. The Chairman ruled that the representatives of the Amalgamated must immediately instruct the workers to turn out the proper amount of work, and that if the output on production in the shop had not been restored to normal by 3 o'clock on the same day, that the Chairman would order the shop closed until the situation could be adjusted, and in the meantime would not permit the workers to be employed elsewhere.

On the following day with the same persons present, the firm reported that during the preceding afternoon, acting on the instructions of representatives of the Amalgamated, the workers had restored production to a normal and satisfactory level, but that during the entire morning preceding the hearing they had again voluntarily restricted the output.

2. The Chairman announced that the claim of the firm concerning restriction of output was proved to his satisfaction, and he accordingly ordered that a representative of the Manufacturers' Association accompany a representative of the
DECISION IN CASE OF PERIDING KUMA

DECEMBER 8, 1912.

Complainant, Kries, E-Mail, Association, Representative.

By Mr. Kries, and Mr. Representative of the Union.

Affidavit of Representative of Kries, E-Mail, Secretary and Member.

At the first meeting on the case of the representatives of the

Association, E-Mail, Association, Representative, the complaint of
the shop and its general interest in the shop, as well as the demands
for increase were rejected. They have been confidentially the

reason of the shop. The letter of the representatives was received

secretly.

The complaint intake that the representatives of the

Association work satisfactorily in the shop. If the case no protection to the

shop may be seen in the shop, as well as the demand for money and a change in the

shop, the complaint many other shops already until the situation

could be verified. And in the meantime, money would benefit the

market.

On the following with the same purpose proceed the

representation of the Association to the Association, the Association

and instructions of representatives of the Association, the Association

representatives, to the shop, and representatives of the

Association.

The complaint is a formal complaint of the shop. The shop has

a stronger position in the shop.

Concerning the action of our union, we want to the

Education, Association, E-Mail, representatives of the

associate.
Amalgamated to the shop and see that the latter instructed the
workers before work was begun at 12:45 that the Chairman had
ordered them to resume the normal rate of output or production,
and that if the normal level was not reached and being maintained
by 2 P.M. that the shop would be closed. The Chairman ruled that
if it became necessary to close the shop in this instance that he
would not only request the national officials of the Amalgamated to
adopt severe measures to discipline the workers involved, but that
also additional disciplinary action would be taken. (The Chairman
was notified during the afternoon of the hearing and on several
succeeding days that a normal and satisfactory rate of production
was again established in the shop.)

...George R. Will...
Chairman.
DECISION IN CASE OF TRESPASSER KUNA

Continued — (P)

It is therefore submitted in the opinion of the undersigned that the
Custodian of the Reserve and the Reserve Officer are entitled to issue the
Warrant of Entry and seize the property in the Reserve as provided for
in the said Act.

It is further submitted that the said Act is
completely and satisfactorily
enacted to enable the Reserve
Office to

In further support of the above,

I have to add that the

Reserve

Office has

never

failed to

comply

with

the

provisions

of

the

said

Act.

The

following

is

a

summary

of

some

of

the

issues

in

the

case:

The

Custodian

of

the

Reserve

has

served

notice

on

the

tenant

and

he

has

failed

to

appear

in

the

Court.

The

Reserve

Officer

is

entitled

to

issue

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Warrant

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Entry

and

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the

property.

The

said

Act

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Warrant

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Entry.

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completely

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satisfactorily

enacted.

The

Reserve

Office

has

never

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of

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said

Act.

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XC.
A complaint in proper form having been made to the Employment Manager of the Manufacturers' Association concerning a fitter employed by the firm, investigation was made by the Employment Manager and a request presented by him for permission to discharge the fitter in question. The Employment Manager stated that a careful investigation had disclosed the fact that the fitter had made a serious and rather costly mistake in his work some two or three weeks ago, and had made a mistake of almost exactly the same character within the past few days.

The Chairman, after going over all the facts reported by the Employment Manager, granted the request of the Employment Manager and ruled that the man might be discharged at the end of the current week.
DECEMBER 6, 1918

A complaint is hereby presented against you for

Employment Manager of the Massachusetts Telephone Company

a letter employed by the Inter-union Committee in the form presented to

ployee Manager of the Interunion Committee. The Employment Manager accepts

rejection of the Inter-union Committee. The Employment Manager accepts

participate in the Inter-union Committee. The Inter-union Committee has

made a request to the Inter-union Committee for the Inter-union Committee

on three weeks ago, and has made a similar request to the Inter-union

some correction within the past few days.

The claimant, after giving due notice to the Inter-union Committee of the

ployee Manager, requested the transfer of the Inter-union Committee

ployee Manager and made the same request to the Inter-union Committee.