Complaint received from Union on Dec. 19, 1919. Hearings held on Dec. 24 and 26. Decision January 2, 1920. Mr. Pearlman represented the Union and Dr. Stone appeared for the employer.

In October the pocket makers in the overcoat shop of Hickey Freeman Co. complained to the labor manager that the piece price for making two flap and one welt pockets is too low. Subsequently the pocket makers in the sack coat shop were given the same overcoats to work on and they also entered objection. When the labor manager refused to raise the rate the men in both shops refused to work on these overcoats. For this action the pocket makers deserve severe condemnation. If not satisfied with their rate it was their duty to do the work and file a complaint with the Chairman through the union. It was also the duty of the employer to file a complaint when the men refused to do the work. The Chairman ordered the men to work on the pockets in question before he would hear the case, and the rule must be clearly understood that where a rate is in existence it is the duty of piece workers to work at the existing rate until it is changed, reserving the right to file a complaint and have their case heard and decided by the Chairman.

The complaint in this case is that the rate of 56 3/4¢ for two flap and 1 welt pockets on overcoats is too low. This same rate is paid for 2 flaps and one welt on sack coats, and the union asks for a rate of 45 cents on two grounds—(1) that the overcoat pockets are harder to make than the sack coat pockets; (2) that the rate for two flaps without the welt is 36 1/5 cents and a welt pocket is as difficult to make as a flap pocket and is usually paid for at the same rate.

On behalf of the employer it was argued that the rate on sack coats and overcoats had always been the same and evidence was submitted to show that at sack coat pockets, especially on striped coats, might be more difficult to make than overcoat pockets. In addition it was contended that the rate of 56 3/4¢ was an average rate for both sack coats and overcoats intended to cover both easier and harder work, so that if the men earned less on one they made up for this by greater earnings on the other.
Army, Navy, and Industrial Reserve Corps.

The purpose of this letter is to advise you of the following:

1. You are hereby notified that your service in the Army, Navy, and Industrial Reserve Corps is required at your earliest convenience.

2. You are required to report to your proper unit on or before <date>.

3. Failure to report on time may result in disciplinary action.

Please contact your nearest recruiting office for further details.

Sincerely,

[Signature]

[Name]
[Position]
This last contention, together with the figures submitted by the firm showing that the pocket makers in the overcoat shop have greater earnings than those in the sack coat shop can have little bearing on the case. The greater earnings in the overcoat shop were made while not working on the pockets in question, and the rate can not be an average rate, for the pocket makers in the overcoat shop do not work on sack coats.

The Chairman finds that the practice in general throughout the market to pay as much for making a welt pocket as for a flap pocket. It is also common to pay a higher rate on heavy overcoats than on light goods. The rate of 45 cents asked for by the Union, however, would be higher than rates existing in various houses for similar work and it is important that stability of prices throughout the market be maintained. Considering the schedules of piece prices at Hickey Freeman Co. and in other shops the Chairman is of the opinion that the price of 36 3/4¢ for two flap and one welt on overcoats should be changed to 40 cents.

This case arose before the December increase and no objection could be raised on the ground that the $5 and $6 increases given to all workers must hold until the end of May. The percentage to make up the increase of $6.00 a week will of course be added to the rate of 40 cents.

WM. M. LEIBERSON

Dated Jan, 5, 1920.  CHAIRMAN
This last year in connection with the results of the operation of the Large Tanker, 500 tons capacity, the Company has had to deal with a variety of problems. These have been of two main kinds: the maintenance of the tanker itself and the adjustment of the operations to the requirements of the market. The tanker is a large and complex piece of equipment, and its operation requires a high degree of skill and experience. The maintenance of the tanker is a continuous process, requiring constant attention to the various systems and components of the ship. The adjustment of the operations to the market is a problem of finding the best way to utilize the tanker's capacity and to meet the demands of the market. It is clear that the tanker is a valuable asset to the Company, but it is also clear that its success depends on a careful management of its operations.
Chairman, Labor Adjustment Board, Rochester Clothing Industry

Case No. 41

Hickey Freeman Co. - Change in Work by Foreman

Complaint entered by employer on Dec. 22, 1919. Hearings held on Dec. 24 and 26, 1919. Decision in case, January 6, 1920. Dr. Stone represented the employer and Mr. Pearlman appeared for the Union.

In substance the facts in this case are that the foreman instructed the pocket makers to omit basting wefts and trimming pockets as required by the original instructions. This was done without the knowledge of the labor manager, but the men were paid about four weeks at the same rate for the lesser amount of work as for the work done under the original instructions, before the labor manager was aware of the changes. It appears also that wefts are not ordinarily placed in the overcoat shop, but they are in the sack coat shop.

The pocket makers contend that the foreman is the man who always gives them instructions as to how the work is to be done and they obeyed the orders of the proper party in this case. The labor manager, however, charges that this was in effect a raise of three cents in the price for making those pockets, that the foreman deliberately committed fraud in thus indirectly raising the piece prices and that the pocket makers knew this and concurred in it. Moreover when the labor manager told the pocket makers he would not approve of the changes, they proceeded to work according to the original instructions but subsequently changed to the new system again.

The Chairman is of the opinion that the management must be held responsible for the acts of its agents. The foreman was acting within his rights in changing the work, but when the change involved an indirect raise in the piece price the foreman was acting outside of his authority. The basting of wefts can involve little change in rate because while the same piece price was fixed on sack coats and over coats basting was not required ordinarily in the overcoat shop. In this matter the foreman acted within his authority and the employer must be considered to have approved his instructions.

In the matter of trimming the pockets, however, this work is now being done by pocket makers in the overcoat shop and they would have a right to ask for an increase in rate for this work if in the sack coat shop the trimming were omitted. It is therefore held that the pocket makers must obey the original instructions and trim pockets or else suffer a reduction in piece price.

Wm. H. Eisenberg

Date: Jan. 7, 1920
Chairman
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 50.

CLASSIFICATION OF FIRST SHAPE PRESSES.

Complaint entered by Union on Jan. 7, 1920. Hearing on Jan. 22. Decision Feb. 3, 1920. Employers represented by Mr. Harman and the Union by Mr. Cursi. Investigating committee: Mr. Mancinelli and Mr. Porreca for the employers. Mr. Laviola and Mr. Cohen for the Union.

Request is made by the Union that the first shape pressers who are classified in Class II of the Underpressers' Classification (Case No. 28) be transferred to Class I. The union contends that it was purely an error which included first shape pressing in Class II; but the employers maintain that this operation properly belongs in Class II.

A committee representing both parties made an investigation of the operation in various plants, but they could not agree on their findings and their report showed that the first shaping operation was differently defined in different plants which resulted in considerable confusion in applying the wage scales to the operation. In at least two of the plants visited by the committee they thought the first shape pressers ought to receive $35.00 the scale fixed for Class I underpressing. An investigation made by the Chairman also showed that increases granted to first shape pressers in December varied from $3 to $7.50 per week.

Under the circumstances it would only add to the confusion if the Chairman ordered the classification of first shape pressing changed without a definition of the operation having been agreed upon by the labor managers and the union. It is therefore ordered that first shape pressing remain for the present in Class II of the Underpressers' Classification, but all of them should have $5.00 added to their November wages as required by the agreement in December until the employers submit adequate proof that lesser amounts should paid. This increase to date from the first full pay roll week in December.

A committee will be appointed to properly define and classify first shape pressing so that the difficulties of the present situation may be eliminated.

(Signed) Wm. M. Leiserson


CHAIRMAN
CASE NO. 50

CLASSIFICATION OF UNDERPRESSERS.

Supplementary Decision

In accordance with the decision in this case dated Feb. 3, 1920 the following committee was appointed to investigate further the classification of first shape pressing—S. P. Harmon and Harry Parreco representing the employers and Chas. Alimento and Joe Previtera representing the Union.

This committee reported that "Second Shape Pressing is a harder operation to learn and to do than First Shape Pressing," but all of the members of the committee also agreed that First Shape Pressing "is nearest like the pressing of the first group than any others in the second group".

Judging by this report, first shape pressing is apparently on the border line between Class I and Class II. But most of the first shape pressers in the market are actually being paid more than $52., the scale for Class II underpressers. The Chairman is therefore of the opinion that First Shape Pressing should be classified as a Class I operation. This, however, should date from March 15, 1920.

The committee also unanimously agreed that when first class underpressers are promoted to off pressing, the period of apprenticeship shall be one year, and that during the year the presser should receive an increase of one dollar every two months until the scale is reached. This is approved.

(Signed) Wm. M. Leiserson

CHAIRMAN

Dated March 26, 1920.
CASE NO. 80

DEPARTMENT OF MINERS' DEFENCE

Supplementary Decision

In accordance with the section of the case refer-

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19, 1920. Mr. Wisler represented the em-
ployer and Mr. Pearlman appeared for the
Union.

The facts in this case are substantially as follows:
The Pocket Makers working for Segal Bros. claimed 1 1/2 days pay
for time they lost when laid off, contending they are promised
steady work by the foreman and pay for lost time when laid off
through no fault of their own. After considerable discussion
the men withdrew their claim on Wednesday, January 7, when an
agreement was made between the men and the employer that there
would be steady work hereafter if the union would supply a
trimmer that was needed to get the work through to the pocket
makers. The men claim that the trimmer was furnished and that
they understood the agreement to mean they would be paid for
lay-offs thereafter if not due to any fault of their own. The
employer contends that the trimmer was incompetent and had to
be discharged after one day and that no promise of pay for lost
time was made, the promise being merely, as the foreman stated
"he would do his best to give them steady work."

However on Friday, two days after the men gave up their
claim for 1 1/2 days pay on the understanding that was agreed
upon, they were told that they would have to lay off Saturday
on account of lack of work. They protested that they would have
to be paid and if the whole shop worked they would have to work.
The foreman also stated that they said they would give if laid
off while the rest of the shop was working. Thereupon the em-
ployer ordered the entire shop laid off on Saturday with the
exception of the armhole basters, and, according to the foreman,
the collar basters also. The claim of the union is that this
lay off was unjustified and all the employees should be paid
for the time lost.

The evidence presented at the two hearings that were held
was so contradictory and unconvincing that Chairman is un-
able to determine the nature of the understanding that was
agreed upon on Wednesday. It was supposed to be a gentlemen's
agreement, but when people have so little confidence in each
other's word as do the parties in this case, it is useless for
them to make any gentlemen's agreements. The Chairman can not
find that any agreement exists such as is described in the
complaint. The case must therefore be decided on other gounds.
The reasons given by the foreman for laying off the whole shop were three:

1. The pocket makers threatened to quit if they alone were laid off.
2. They said they would have to be paid for the time lost.
3. They said if the whole shop works they must work.

The question to be decided is whether the employer was justified in shutting down the shop under these circumstances.

Whether any of these three reasons or all three of them caused the whole shop to be laid off, it is evident that the employer was led to shut down his shop on Saturday, stop production and make all the employees lose wages, simply because of a dispute with six pocket makers. There was plenty of work for all the others, but they were made to suffer on account of the dispute of the management with these few.

Suppose the pocket makers threatened to quit if they were laid off? Since the employer claims there is no agreement to pay them for time lost, they have a perfect right to quit. An employer who lays off workers can not expect to have them waiting around until he calls them back to work. If he wants to retain them as employees he must pay them for time when they are laid off. Both the employer and his foreman insisted they always told the pocket makers there would be no pay if there was no production. If this is true, then the pocket makers were right in saying they would quit when laid off and there can be no justification on this ground for suspending the whole shop.

If the shop was closed down for the second reason, i.e., because the pocket makers asked for pay for time lost, it was still unjustified. Whether the pocket makers should be paid or not could be decided through the regular machinery of the Clothiers' Exchange and the Union. The dispute involved only a small number of pocket makers and all the other employees should not be made to suffer on their account.

The third reason given for the shut down, that the pocket makers insisted they must work if the whole shop works, condemns itself. If the pocket makers said they could not be laid off when the whole shop was working, they meant either that they would quit or that they would expect to be paid if they were thus laid off. By shutting down the shop, therefore, the employers thought he could keep them from quitting which they had a right to do, or that he could avoid paying for the lost time which they had a right to expect if the firm did not want them to quit.
The Chairman is therefore of the opinion that to shut down a shop, hold back production and make innocent employees suffer a loss of wages for any or all of the three reasons given, is entirely unjustified, and the innocent employees are entitled to be paid for the time they lost. It is, therefore, ordered that all employees who were not told to report to work on Saturday but who ordinarily do work on Saturday, should be paid for that half day. No one is entitled to pay who was asked to work and did not come.

As for the pocket makers, on account of whom the shop was shut down and who may therefore be considered not innocent, they will either have to be paid for the half day like the others, or else they will have a right to claim 1 1/2 days pay for the time they lost previously. They gave up their claim for the day and a half lost because they understood an agreement such as described in the complaint was made with them by the employer. Since it can not be determined that such an agreement really exists, the pocket makers have a right to revert to their previous claim for 1 1/2 days pay. In order to avoid any future claims for back pay, however, it is ordered that the pocket makers shall be paid for the half day Saturday like the others and no further claims will be considered. No agreement such as described in the complaint exists which the Chairman can recognize as a basis of claims in the future. If the parties want any such agreement they should make it in writing.

WM. M. LEIBERSON


CHAIRMAN
A brasher working for C. Cohen, contractor for Stein-Bloch Co., received $5.00 as his increase in December and the Union claims he is entitled to $6.00. The evidence showed that he was receiving $27.00 before December 1st, and besides ordinary brushing work he was doing some examining and some sewing.

The labor manager claimed that brushers were entitled to only a five dollar increase under the agreement, because when the wages of all the brushers in the market were averaged it was found that the average wage was far below $24.00 a week. The Union contended that there were men known as brushers, particularly in the contract shops who are doing much more than the common brushing operations whose wages will average above $24.00 a week.

It is apparent that brushers like the one involved in the present case are doing work that is in several respects different from ordinary brushing as done in many shops by boys and young girls some of whom receive as low as $14.00 per week. To average the wages of those getting $14.00 a week with men earning $27.00 a week on the theory that they are all doing work requiring little skill or responsibility is manifestly unfair. If they are all alike in doing equally unskilled work then the fact that employers are paying some double the wages that others are getting would constitute the best proof that a standard scale ought to be established. But it was ruled in Case No. 52 that a scale could not be established because the work of brushers differed so much in skill and responsibility.

The wages of all such brushers as do more than ordinary brushing work, namely those who have some sewing to do and are responsible for some examining or do some tailoring operations should be averaged separately from the ordinary brushers. The average wages of all such, it is agreed, was more than $24.00 a week before December 1st. They are therefore entitled to a $6.00 increase and not $5.00.

Wm. M. LIEBERSON

Dated January 20, 1920  CHAIRMAN
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 55

ROSENBERG BROS. CO. - OFF PRESSERS LAY OFF

Complaint entered by Union, Jan. 14, 1920
Mr. Cursi represented the Union and Mr.
Snyder appeared for the employer.

The Chairman is asked to interpret a verbal agreement be-
tween the employer and the pressers involving a guarantee that
they would not be laid off for lack of work. The Union contends
that the understanding was that if the men are laid off through
no fault of their own they must be paid for the time lost. The
labor manager understood the agreement to be that the employer
is to pay only if the lay-off is due to the fault of the em-
ployer. The circumstances in the case are that five out of a
section of 18 button-hole makers were unavoidably absent caus-
ing lack of work for the pressers. The men were laid off half a
day Saturday, December 20th.

It was evident from the discussion at the hearing that
neither side had anticipated any circumstances like this causing
a lay-off, and therefore the Chairman cannot rule that the
agreement covered cases like this. Nevertheless the pressers
did feel that they were guaranteed work as long as they were
willing to work. Moreover it is the responsibility of the
management to keep a regular flow of work going through the
shop and absences constitute one of the difficulties that the
management must calculate in advance on overcoming. Whether
the absence of five out of 18 button-hole makers is such an
extraordinary happening that the management should be entirely
absolved from responsibility or held only partly responsible
the Chairman is unable to determine from the evidence pre-

\[\text{(Signed) Wm. M. Leiserson}\]


CHAIRMAN
CASE NO. 32

ROOSEVELT RIVER Co. - THE PRESSES LAY OFF

Complaint presented by Plaintiff, Carl F. Faus.


The court expresses the Union and its

employees' sympathy for the employee.

The company is unable to perform its legal obligations in a manner that ensures the welfare and safety of its employees.

It was unfortunate that the company had not taken the steps to prevent the accident from occurring.

The accident occurred as a result of the company's failure to provide a safe workplace.

The court further expresses its concern for the employee and his family.

The court orders the company to take all necessary steps to prevent similar accidents from occurring in the future.

SIGNED

Chairman

Date: Feb. 17, 1931
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NOS. 57 & 58.

GOODMAN & SUSS – POCKET MAKERS

Complaint entered by employer Jan. 15, counter complaint entered by Union on Jan. 16. Hearing of both cases on Jan. 19, 1920. Decision rendered Jan. 27, 1920. Mr. Wisler and Mr. Suss appeared for the company and Mr. Pearlman & committee of the pocket makers appeared for the Union.

The employer complains that the Pocket Makers stopped work for half a day on Jan. 14th in order to prevent the firm from placing a learner on Pocket Making. The Union entered a counter complaint that the foreman had promised the pocket makers that no more learners would be hired on this operation and that by breaking promise he "aroused the ire of the Pocket makers to such an extent that they refused to work in the afternoon". A third complaint (Case No. 61) was filed by the employer alleging that when these Pocket makers returned to work they refused to work on certain coates that they had been accustomed to doing.

The matter of the learner and the complaint in Case No. 61, were adjusted agreeably to both parties and no decision by the Chairman is necessary. A decision is requested, however, in regard to the stoppage of work.

The Pocket makers contended at the hearing that they had not stopped work but had merely gone to a conference during the afternoon to adjust their differences over the employment of the learner. The evidence showed, however, that the pocket makers had quit work sometime before the usual lunch hour and the counter complaint filed by the Union specifically states that they had refused to work. Whether the complaint of the Pocket Makers was justified or not, they clearly violated the agreement between the Union and the employers when they refused to work. The employer has a just grievance when union members quit work in this way in violation of the agreement and he is entitled to some redress. It is therefore ordered that the pocket makers who quit work on the afternoon of Jan. 14th shall work overtime to make up for the time they lost by the stoppage, but they shall be paid for this work at the regular rates instead of time and one half.

(Signed) Wm. M. Leiserson


CHAIRMAN
CASE No. 6-V, & 8-G

OCCEAM A SUES - POCKET MAKERS

The employer complained that the Pocket Makers company was not paying for the time from placing a part, a job on the table for the time it took to place them. The Union received a complaint from a company that is a pocket maker and has the Pocket Makers plant as a job on the table. They have been working on the plant for some time at the Pocket Makers plant and have been paid for their time. The Pocket Makers company is not paying them for their time.

The matter of the Pocket Makers company and the complaints was referred to a panel of officers and the complaint was investigated.

The Pocket Makers company was cited for not paying for the time from placing a part on the table for the time it took to place them. They have been working on the plant for some time at the Pocket Makers plant and have been paid for their time. The Pocket Makers company is not paying them for their time.

(Signed) Wm. M. D. Egan

CHAIRMAN
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 59

ROSENBERG BROS. - LINING BASTERS


Two lining basters, Mrs. J. Arlotta and J. Salerno, working by the week in Shop #6 of Rosenberg Bros. Co., were denied the December increase on the ground that their production is low as compared with production of piece workers in another shop of the same employer.

There has been no decrease in the amount of work turned out by these lining basters since December 1st. Under rulings in Cases No. 46 and 55, it is plain that the December increase may not be withheld so long as employees are doing the amount of work they were in the habit of doing before December.

These two sleeve lining basters are therefore entitled to the increase of $5.00 per week, beginning with the first full pay roll week in December. If the employer is dissatisfied with the quantity of their work he should take such action or file such complaint as will directly remedy the grievance that he has. He cannot do this indirectly by holding the increases granted to all employees.

(Signed) Wm. M. Leiserson

CHAIRMAN

THE PAPYRUS EXHIBITION REPORT

CURATORSHIP:

[Signature]

[Date]
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 62
Weiss-Kopf Co.—Pocket Maker


The complaint is that John Shottis, a piece work Pocket Maker at Weiss-Kopf Co., was denied the December increase on the ground that his earnings were already high enough. The firm contended that the piece rates for making pockets were unjustly fixed above the market rates last October resulting in this man being overpaid. They propose, therefore, to withhold the increase in order to equalize the rates with what other pocket makers are earning.

The December increase was a flat increase granted to all employees regardless of whether they were receiving relatively high or low wages. A request that the increase be denied to any employee because his earnings are already great enough can therefore not be considered. The only other ground on which this increase might be denied is that the piece rates for pocket making at this shop are too high and should be lowered in order to equalize them with the market rates. This request also can not be considered because the employers and the Union agreed that the December wage adjustment should hold for six months and no re-adjustments should be made during that period on the ground of under-payment or over-payment.

Mr. Shottis is therefore entitled to the December increase with back pay dating from the first full pay roll week in December.

(Signed) Wm. M. Leiserson

Dated Feb. 21, 1920.

CHAIRMAN
CASE No. 121

Robert Smith, Eng.
CASE NO. 63

HICKEY FREEMAN CO. - DISCHARGED PRESSER.

Complaint entered by Union Jan. 22, hearing and decision the same day. Mr. Strebrel represented the Union and Mr. Stone appeared for the employer.

Frank Jostwick, a pocket presser in Hickey Freeman's pants shop was discharged on the ground that he had absented himself from the shop without notifying the firm and that this was the culmination of a series of acts of misbehavior including restriction of production.

The evidence in the case showed no specific acts of misbehavior and the record of production submitted by the employer showed a slight increase rather than a decrease in amount. Nor was the employer uninformed of the man's absence. A fellow employee told the foreman within a half hour after the presser was supposed to report for work that he would not be in that day; and within 24 hours thereafter the presser himself reported for work.

These circumstances are insufficient to justify the discharge of a workman. It was, however, the duty of the presser to notify the foreman when he knew the day before that he was to be absent the following afternoon, as he himself testified. The fact that he was not certain he would be absent in the morning does not justify neglect to notify the employer.

The presser will therefore be reinstated, but without pay for the time he lost on account of his dismissal.

(Signed)        Wm. M. Leiserson

Dated Jan. 26, 1920.        CHAIRMAN
TUBE AMPLIFIER BOARD, SECURITY CIRCUIT SUPPRESSOR

CASE No. 76

MICKEY PREMIER CO. - DISCHARGE ORDER


To the Employer:

Dear Mr. Jones,

I refer to your letter of June 15, 1934, in which you requested information regarding the employment of Mr. Smith. I am happy to inform you that Mr. Smith has been employed at Mickey Premier Co. for the past five years. During this time, he has demonstrated a high level of performance and dedication to his work. He has consistently met all company standards and has received positive feedback from his colleagues and supervisors.

Mr. Smith is currently employed in the maintenance department, where he has shown great skill and competence. His experience in the industry is invaluable, and he has contributed significantly to the success of the company. He is well-liked by his colleagues and respected by his superiors.

I hope this information is helpful. If you require any further details, please do not hesitate to contact me.

Sincerely,

[Signature]

[Employer's Name]

[Employer's Company]

Date: June 20, 1934
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 64

Lears, Prinz & Mandell - Discharged Lining Baster.

Complaint entered by the Union on Jan. 22, 1920. Hearing on Jan. 23. Decision rendered same day. Mr. Cursi represented the Union and Mr. Wisler appeared for the employer.

The admitted facts in this case are: that Reuben Cohen, was hired by Lears, Prinz & Mandell as a lining baster and worked several days when he was told by the foreman he would have to go. After losing half a day he was reinstated and worked two weeks when he was again discharged. The only reason given for the dismissal was that the labor manager told the employer the man could not be employed. No charge is made that he left his former employer without giving due notice of his intention to quit, and there seems to be no justification whatever for this dismissal.

Reuben Cohen will therefore be reinstated to his position and the firm will pay him for the time he lost; a total of 3 days at $38.00 per week or $20.73.

(Signed) Wm. M. Leiserson

Dated Jan. 28, 1920. CHAIRMAN
C A S E N O .

Case Title: Hendley - Dàrcy-Ryan Clothing Industry

The complaint is based on the alleged refusal of the defendant to provide the wages specified in the contract.

The defendant's position is that the wages are paid in accordance with the contract and that the plaintiff is employed as a tailor by the defendant.

The complaint is hereby dismissed.

(Signed) W. M. F. McKechnie

Chairman.

Date: Jan. 24, 1930.
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 65

HERSCHEBERG & CO. -- CUTTERS.

Complaint entered by Union on Jan. 22, 1920. Hearing on Jan. 24, 29 and Feb. 2. Decision Feb. 4, 1920. Employer represented by Mr. Herschberg, Mr. Silverman, Mr. Rosenthal and Mr. Wisler. Union represented by Mr. Strebil.

Two charges were made in this complaint: (1) that the cutters did not receive the scales provided in August and in December 1919; (2) that the firm was hiring non-union cutters to undermine the scales agreed upon between the employers and the Union. The second charge was later withdrawn by the Union.

At the first hearing it appeared that out of six cutters only one, a brother of the foreman, was receiving the scale of $41.00 established in December. The other five received varying amounts, from $31 to $39. Subsequently, however, two of the five cutters were also increased to $41. The foreman stated that he graded men according to their efficiency that before December these men received varying amounts according to their production and that all of them received a $6.00 increase at the beginning of December, and those who improved in efficiency would be granted additional increases. The Union contended that all the cutters should have received the scale of $35 established in August, that the December increase of $6.00 should have brought all the cutters up to $41, and that the firm had established no definite standard of production as required by the August and December agreements, by which the cutters' efficiency could be justly measured.

The records of production submitted by the foreman were entirely unsatisfactory as a basis for the wages paid to the different cutters. They did not show that any definite standard of production had been established by the firm by which the efficiency of the cutters were graded and they did not show that men who produced more or less than the standard were paid more or less in proportion. The foreman explained that his brother received the scale of $41, not because he was a cutter but because he was also assistant foreman. This would seem to indicate that the foreman had no intention of paying the scale of $41 to cutters agreed upon between the employers and the union but that he tried to establish an assistant foreman's wages as the standard and grade the cutters downward from that standard.

So far as the records submitted showed anything, they proved that the two cutters, Johnson and Bartman, who had recently been raised to $41 a week were cutting about the same amounts before December as after December. Since the firm itself raised these men to $41.00 they should have received the scale of $35.00 before December. Two other cutters,
The purpose of this report is to present an overview of the operations and financial performance of the company during the year ended December 31, 1920.

During the year, the company experienced a significant increase in sales, with revenues growing from $500,000 in 1919 to $750,000 in 1920. This growth was primarily due to an expansion of the product line and a successful marketing campaign.

The company's expenses were also on the rise, increasing from $250,000 in 1919 to $350,000 in 1920. However, the net profit for the year remained strong, at $200,000.

The board of directors has approved a dividend of $0.50 per share to be paid to shareholders of record on March 15, 1921. The dividend will be payable on April 1, 1921.

The company's outlook for the coming year is positive, with plans for further expansion and the introduction of new products. The board of directors is confident that the company will continue to grow and prosper in the years to come.
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 65

Brandeas and Henniger, are receiving $37 and $33.50 per week respectively but their production records do not prove they are producing so much less work or are less skilled men to justify this reduction below the standard scale of $41.00. Both of them are journey men cutters who have served their apprenticeship and have had many years of experience at the trade. One of them is doing special order work, which naturally would cut down his production and the other operates a machine, cutting the lays that other cutters have made and also doing machine cutting in the trimming room. The agreement requires that these men should be paid the standard scale of $41.00.

The fifth cutter, Mr. Schoenherr, seems to be a slower man than the rest. In the absence of accurate records and without a definite standard of production it is difficult to determine exactly what his wage should be. Considering all the evidence, however, it appears fair to fix his wages at 85 per cent of the standard scale of $35.00 per week. The employer must proceed immediately to establish jointly with the union a standard of production as required by the agreement, and then Mr. Schoenherr's wages can be fixed accurately according to his production.

Back pay is claimed by the Union for these men to August 1919. It will be difficult to determine the amounts of back pay because the men would have to be raised $1.00 per week each month until they reached the scales, and moreover it was admitted by the men themselves that they told the labor manager they did not claim any wages before December but wanted only the present scale.

It is therefore ordered that Bartman, Brandees, Henniger and Johnson should be paid the scale of $41.00 per week and Schoenherr $35.00; and all of them are to receive back pay to make up these amounts up to and including the first full pay roll week in December.

(Signed) Wm. M. Leiserson


CHAIRMAN
I"OR ADJUSTMENT BOARD, ROCKETEER CLIMBING INSTITUTE

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[Signature]

[Position]

[Date]
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 66.

Rosenberg Bros. Co. -- Second Basters

Mr. Volpe and Mr. Cursi appeared for the Union. "Mr. Snyder represented the employer. Investigating committee, Mr. Frantz and Mr. Myers for the employers, J. Turk and Wm. Potter for the Union.

Following is the complaint received from the Union:
"We hereby enter a complaint that the second basters at Rosenberg Bros. Co., Shop #2 are not receiving the piece rate agreed upon by the firm.....One price has been set for all the overcoats in the shop whether they are easy or hard to do and the firm now wants to reduce the rates on the easier coats."

A committee representing both parties made an investigation and agreed upon a report that one of the new models for the present season is exactly the same as the second basters worked on last season, and the other model differs but slightly from the first so far as the work of second basting is concerned. It is agreed that a single price exists for all overcoats, and the only question is whether under the circumstances given a revision of rates can be ordered so that different prices for different kinds of work can be set instead of the single rate.

The report of the investigating committee makes it evident that there is a rate in existence now for the second basting work involved in this case. Whether this rate is too high or too low is immaterial. It must stand until the wage agreement expires on May 31st. It is no doubt desirable that a price list should be made with different prices for all the different kinds of second basting work. But under the wage adjustment this can not be established except by agreement of the parties. Nothing in the evidence presented at the hearing would justify an order compelling either party to establish such a price list before June 1st.

(Signed) Wm. M. Leiserson


CHAIRMAN
Complaint: Private Co. - Second Section

Date: 15th Jan 1930

I, the undersigned, hereby present this complaint to the proper authorities for investigation and action. This complaint is made in the interest of maintaining order and discipline within the Second Section of Private Co. and is based on the following facts:

1. The current sergeant is excessively harsh in his treatment of the men and does not provide adequate guidance or training.
2. There is a lack of proper communication between the sergeant and the men, leading to misunderstandings and conflicts.
3. The living conditions in the barracks are unsanitary and inadequate, posing health risks.
4. The equipment provided is not suitable for the tasks assigned, causing delays and inefficiency.

We request prompt action to address these issues and ensure a more positive working environment.

Signed:

Chairman

Date: 15th Jan 1930
CASE NO. 68.

Rosenberg Bros. — Piece Prices in Contract Shop.

Complaint entered by Union on Jan. 30, 1920. Hearing Feb. 4. Decision Feb. 20, 1920. Mr. Goldstein represented the employer and Mr. Kaufman appeared for the Union. Investigating committee, Mr. Myers and Miss Coulton for the employers, Mr. Richardson and Mr. Elperin for the Union.

The complaint in this case is that the pocket makers of Weiner Bros., contract shop for Rosenberg Bros., had been offered a piece price on new work which would mean a reduction of their earnings. Formerly this contractor had been doing work for another manufacturer, and the pocket makers contended that on this work they could earn $54 a week before December. Since there was a $6 general increase in December the men contended that they are entitled to a rate which would enable them to earn about $60 a week. They asked a rate of 47 1/2% on the base pocket, i.e. an overcoat pocket with 2 flaps and 1 welt, estimating they could do about 110 to 115 coats a week.

The Labor Manager contended that this rate of 47 1/2% was for above the market price for the operation and for this reason they could not consider it although it was admitted that the contractor himself was willing to pay it. The firm repeated its offer of 43% which the men had refused.

At the request of the Chairman, a committee representing both parties was appointed to investigate the operation and to compare it with the work and the rates paid in other houses. This committee reported that from 43% to 44% would be a fair price. Considering all the circumstances in the case, the Chairman is of the opinion that it would be fair to take the higher figure of 44 cents. This rate will enable them to maintain their former earnings and at the same time they will not be getting paid more than other pocket makers get in Rochester for the same work. They can not be guaranteed $60 a week as they ask, but they are entitled to as high a rate as any other pocket makers are paid for the same work.

It is therefore, ordered that the rate for the base coat, two flaps and one welt, shall be fixed at 44 cents.

(Signed) Wm. M. Leiserson

Dated Feb. 20, 1920. CHAIRMAN
CASE NO. 86

Rosenberg Bros. — Discharges by Contractor.


Request is made that Louis Siegel and Philip Munster, vest pressers, be reinstated with pay for time lost, in the shop of Michael Andino, a contractor. The reason for dismissal of these men was that they left their work and went out of the shop without the permission of the employer. The men testified that they were piece workers, that there was no more work for them to do and they did not want to stay in the shop if they had no work to do. They told the employer they were leaving the shop for these reasons but the employer insisted they must stay, as there was work coming through which would soon be ready for them. When they insisted on leaving the shop the employer discharged them.

There can be no doubt that it was the duty of these employees to get permission from the employer for leaving the shop. But it was proved that they had lost time on account of lack of work, and therefore they had some justification for telling the employer they would not stay in the shop when their work gave out. Even though the employer was certain that work would soon come through for them, he acted hastily in discharging them for objecting to stay in the shop when there was no more work for them to do. Inasmuch as the men had been losing time for lack of work, they had some reason for their action, and discharge under the circumstances is too severe a penalty for the offence.

Both the vest pressers will therefore be reinstated to their former positions, but they can not get full pay for the time they were out, because they had no right to leave the shop without permission if there really was work for them to do. They would have waited a reasonable time to see if the work would really be forth coming. It is therefore ordered that they shall not be paid for the time they lost Thursday, Friday and Saturday, but should receive pay for Monday, February 16th.

(Signed) Wm. M. Leiserson


CHAIRMAN
Dear Sirs,

I am writing on behalf of the Employment Agreement to request the following:

1. Confidentiality Agreement
2. Non-Disclosure Agreement
3. Non-Competition Agreement

Please provide me with the necessary forms and documentation to execute these agreements.

Thank you for your prompt attention.

Yours sincerely,

(Signature)

Date: [Date]

[Seal]
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 70

Hickey Freeman Co. — Denied Increases

Complaint entered by Union Feb. 3, 1920. Hearing Feb. 6, decision rendered Feb. 11, 1920. Dr. Cursi appeared for the Union and Dr. Stone represented the employer.

The complaint is that Ida Berstein, a canvas baster, and Rose Rappaport, who is tacking sleeve linings, did not receive the $5 increase in accordance with the wage adjustment of December.

1. Ida Berstein did not receive any increase. She is at present getting $12.00 a week. Her production, based on the piece rates existing in the shop amounts to $16.00 to $20.00 a week. She is therefore clearly entitled to the increase of $5.00 dating from the first full pay roll week in December.

2. Rose Rappaport received an increase of $2.00 in December and is now earning $12.00 a week. She was hired on July 15th and cannot be considered an apprentice. The foreman contends that she is very slow and was employed not because of her own worth but to please her father who works in the same shop. He found it very difficult to teach her the use of a needle, but she has been improving in her work lately. Under these circumstances, Rose Rappaport is entitled to the increase of $5.00 which the employers agreed to pay to all employees. Her back pay should date from the first full pay roll week in December.

(Signed) Wm. M. Leiserson

Dated Feb. 11, 1920. CHAIRMAN
LABOR ADJUSTMENT BOARD, BOSTON CLOTHING INDUSTRY

C.A.N. No. 4C

Hire paid less than $1.00 per hour for any hour worked—Denies

Complaining employee of Union Tariff, less than $1.00 per hour for any hour worked—Denies.

President, B.C.I. Union

The President of the Union for the benefit of the employees of the Boston Clothing Industry

Do you consent to the above resolution?

If you do, sign your name below.

Respectfully submitted,

President, B.C.I. Union

Date: Sep. 21, 1930.

Chairman
CASE NO. 71

Rosenberg Bros. Co. — Shop Chairman

Complaint entered by employer on February 5. Hearing same day. Decision Feb. 11, 1920. Mr. Snyder represented the firm and Mr. Volpe appeared for the Union.

The complaint is that Arthur Sangermano, a shop chairman, caused a stoppage on February 5th, in Rosenberg Bros. Shop #2 and that all the off pressers, first and second shape pressers and edge pressers stopped working for 45 minutes in order to force the employer to discharge a man who had been hired as an off presser.

The contention of the union was that there was an understanding that underpressers in the shop be promoted to off pressing when no experienced off pressers could be secured, and that the employer had engaged an inexperienced man at off pressing. The shop chairman explained that he had filed a complaint with the labor manager and when he received no answer the men quit. The labor manager testified that the shop chairman told him he had told the men to refuse to work, and the shop chairman practically admitted this when he argued that because he had received no answer from the labor manager in twenty-four hours there was nothing for the pressers to do but to quit.

The hearing in this case made it quite evident that the shop chairman did not understand his duties and that the pressers violated the agreement with the employers. If the shop chairman could not get an answer to his complaint from the labor manager, it was his business to call in a union representative. Instead of doing this he encouraged the men to stop work, without really giving the labor manager a chance to consider the case. The stoppage occurred early in the morning before the labor manager arrived at the plant and less than 24 hours after the complaint was made.

It was provided in the collective agreement that stoppages should not occur, but that all complaints that could not be settled with the employer would be taken to the union and if necessary to the Impartial Chairman. The action of the pressers was therefore entirely unjustified and it is ordered that they should make up the 45 minutes they lost by working over time at straight time pay. As for the shop chairman, it was apparent from his testimony that he deliberately intended to bring pressure on the employer by means of a stoppage rather than to take his complaint up through the union. This attitude is extremely dangerous to continued collective bargaining, and it is recommended that the Union should discipline the shop chairman for his neglect of duty and unwarranted action.

(Signed) Wm. M. Zeiserson

Dated Feb. 11, 1920. CHAIRMAN
C A R N I C O N

Respectfully yours,

[Signature]

[Name]

[Position]
CASE NO. 73

Adler Bros. -- Seam Presser


Joseph Lanzitella, a seam presser, was not granted his December increase of $6.00, because the employer contended he had been receiving through oversight more than the agreed upon rates for several months before December. The case was referred back to the labor manager and a committee of the employees to agree upon a reasonable set of piece prices which would include the December increases. When this was done, the Chairman would calculate the back pay due this seam presser from the first week in December to the present. A report was received stating that the committee agreed this man should have piece rates enabling him to earn from $40 to $44 per week, and he should work at the existing rates to see how much these would enable him to earn. After Lanzitella had accepted this arrangement a disagreement arose between him and the management and he quit. Now he claims $6.00 a week back pay to the first week in December.

For the ten weeks he worked since the December increase went into effect he has averaged $41.36 per week of 44 hours. This would indicate that rates already existing enable him to earn from $40 to $44 per week and he is not entitled to a further increase of $6.00. He might however claim that he ought to earn the average between $40 and $44 that is $42 per week. On this basis his earnings would be at the rate of 95 cents an hour; and since he worked 387 1/4 hours during the ten weeks his

| Total earnings would be | $367.99 |
| Wages actually received | $365.65 |
| Therefore balance of back pay due is | $ 4.24 |

This amount of $4.24 is all that Mr. Lanzitella can legitimately claim. However since he is quitting and will therefore lose the opportunity of earning in the future up to the maximum of $44 per week which there is a possibility that he might earn in the future, the Chairman is willing to give him the benefit of this opportunity for the ten weeks he has worked since the December increase went into effect. At $44 his earnings would amount to $1.00 an hour. He worked a total of 387 1/4 hours. At $1.00 this is $387.25. He was paid $365.65, and the difference is $21.60. This amount would therefore be all he could claim as back pay under the most favorable circumstances.

It is therefore ordered that Joseph Lanzitellabe paid $23.60 as back pay from the week ending December 9th to the day that he quit.

(Dated) March 4, 1920.

(Signed) Wm. M. Leiserson

Chairman
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 75

Goodman & Suss -- Discharged Workers

Complaint entered by Union on Feb. 6, 1920. Hearings Feb. 6 & 10. Decision Feb. 12, 1920. Mr. Cursi appeared for the Union and Mr. VanGeyt and Mr. Suss for the employer.

Complaint is made that Mary Iancia and Louis Gallus were discharged without justification. The evidence showed, however, that these two people caused considerable disturbance in the shop. One of them, after being warned not to sing in the shop so as to disturb other people at their work insisted on doing so. The other took it upon himself to act as shop chairman when there was a regularly elected chairman in the shop, and when he was told by the employer to return to his work, he refused to go back.

The employer's right to discharge in such cases can not be questioned. Order must be maintained in the shop. Every employee must so conduct himself as not to disturb other workers in the shop. When there is a regularly elected shop chairman, another employee can not presume to exercise his functions. If workers are not satisfied with their shop chairman they should complain to the union or elect a new one. The employer can be expected to recognize only the regularly elected chairman, and when any other employee insists on acting as shop chairman after being told to return to his work, there is no recourse but to discharge him. It is, therefore, ruled that these two employees were justly dismissed.

(Signed) Wm. M. Leiserson

Dated Feb. 12, 1920. 

CHAIRMAN
HEBRON ADMINISTRATION BOARD, HOCKENSIN COTTON INDUSTRI

C.A.R. M. 0. R.

Occupan & Some - Miscellaneous Workers

Complaints referred to Union no. T. F. 6., 1929.
Highly recommended to all concerned.

Complaints referred to Union no. T. W.

Any M. C. refers to the employer.

The employer's right to operate in each case can not be affected.

Chairman

(Hand) M. I. Anderson

Chairman

Date 7th, 1929.
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASES NOS. 78 & 81.

Hickey Freeman Co. -- Promotion of Underpressers.


These two cases involved the same question, i.e. the rule in regard to the promotion of underpressers from one class to another.

The facts in the first case are that Markfeldt, an underpresser, who is classified as a Class II underpresser and is receiving the scale of this class--$32--was moved up to edge pressing in Class I and after he had worked there one week, he was promoted to Off pressing. The Union contends that he can legitimately be promoted to Class I of Underpressing but to be moved up to Off Pressing when there are underpressers in Class I who are eligible for promotion in contrary to the agreement. The Labor Manager contended that this man had worked for some weeks as an Off Presser before the classifications of underpressing went into effect and that it was by the act of a foreman and through no fault of his own that he was demoted to a lower class of work.

In the second case, Martinez Redvilla, a seam presser in Class III receiving $30 per week, the scale of this class was promoted to Class I when there were other Class II seam pressers who were eligible for promotion to Class I. The contention in this case is that he is eligible for promotion to Class II but that he should not be jumped over the heads of the people in Class II and made a Class I underpresser. The Labor Manager argues that this is an exceptional case because the man has some trouble with his feet and that if he is not promoted to Class I work which he is perfectly capable of doing, all avenues of promotion would be closed to him because of the disability of his feet he can not operate any of the heavy machines used in Class II work.

Both of these cases present difficult questions to decide because the workman involved will have to suffer real hardship if the rule of promotion from one class of underpressing to another which has been agreed upon is strictly enforced. In the first case it was through the unfortunate action of a foreman that Markfeldt finds himself in Class II; and in the second case Redvilla's disability caused him to be classed as a Class II underpresser. Nevertheless it is important that we do not upset the rule of promotion that has been agreed upon unless very exceptional circumstances make an exception to the rule necessary and justifiable.

In the case of Markfeldt, the hardship is not that he can not be promoted but that he is receiving the wages of a Class I Underpressers. Had he been receiving $35, the scale for Class I Under-
pressers there would be no difficulty in his promotion even though he were doing Class II work. His wages would then have determined his class. The injustice, if there is any, was done when he was put on lower class work and was not given the wages of a Class I underpresser. Under these circumstances the Chairman is of the opinion that he cannot be jumped over the heads of the other people who are entitled to promotion.

In the case of Redville, if it were proved that his disability would prevent him ever from being promoted, the Chairman would feel justified in making an exception in his case. The evidence, however, showed that there were a number of operations in Class II which he can do just as well as the work he is now doing and it is therefore clearly possible to promote him to Class II when an opportunity appears and later from that class to Class I. Under these circumstances it must be ruled that he cannot jump over the heads of Class II underpressers into Class I but some one from Class II must be promoted to Class I ahead of him.

(Signed) Wm. M. Leiserson


CHAIRMAN
CARIB NO. 3951

First appear the words: "The author does not agree with the interpretation of the sentence."

The text continues: "The interpretation is clear, and I agree with the author's point of view."

The document contains a series of paragraphs discussing various interpretations of sentences, with references to specific literature or texts. The overall theme revolves around the concept of interpretation and its accuracy in different contexts.

The text concludes with a paragraph stating: "In summary, the interpretation presented by the author is the most accurate and aligns with the original intent of the sentence."
LABOR ADJUSTMENT BOARD, ROCHESTER CLOTHING INDUSTRY

CASE NO. 82

Dinkelstel Co. -- Discharged Shop Chairman


The facts in this case are substantially as follows:

While adjusting a case the labor manager intimated to the shop chairman that he was stirring up trouble in the factory. The shop chairman then charged the firm with causing all the trouble. The labor manager demanded that he prove his charges, which the shop chairman refused to do. Thereupon the labor manager suspended the shop chairman.

These facts are not sufficient justification for dismissing an employee. At the hearing, however, the labor manager and witnesses for the employer recited a list of grievances some of which indicated that the shop chairman was acting beyond his power. Among other things he was attending to union business during working hours and insisting on the discharge of persons whom the employer had a perfect right to employ. The shop chairman answered these complaints and he had witnesses to testify to a lack of cooperation on the part of the employers and to their disinclination to recognize the shop chairman.

In view of all the evidence presented it is ruled that the shop chairman shall be reinstated, but with out pay for the time he lost. This should serve as a warning that a shop chairman must act with consideration for the rights of the employer and the rights of fellow employees. While the immediate causes for his suspension were not sufficient to sustain the discharge of the shop chairman, he is reinstated on the understanding that if he interfered with other employees, or disturbed them during working hours, or invades the rights of others whether they be his fellow workers or the employer, complaint may be made by the labor manager and proper disciplinary measures will be taken if the facts sustain the charges.

(Signed) Wm. M. Leiserson

Dated Feb. 14, 1920. CHAIRMAN
Case No. 83

August Bros. -- Off Pressers

Complaint entered by employer on Feb. 13. Hearing and decision same day. Employer represented by Mr. VanGeyt and Mr. August Union represented by Mr. Pearlman.

Following is the complaint as received from the labor manager:

"The off pressers at August Bros. have dropped in their production from the standard of production agreed upon last fall, and yet insist upon receiving the full wage scale. Will you please arrange a hearing at which time we should like to have them show cause for reducing their production from 50 coats per week to 44.......

A hearing was set for Friday, Feb. 13, at 5:15 P. M., and the Chairman requested the shop chairman to bring all the off pressers involved in the case as witnesses. The union was also informed that the pressers must be present at the hearing. But in spite of the double notification the pressers did not appear.

Since the pressers were notified that the hearing would go on without them if they did not come, the case was heard without them. The evidence showed that an agreement was made between the pressers and the firm by which they were to press 50 coats a week, but that recently the output had fallen to 44 coats a week per man. In behalf of the pressers, the union representative argued that the work of the spring season was harder to do than the work of last season, but the labor manager stated that the pressers had admitted there was no substantial difference, between the work of the current season and last season. He stated that they wanted to press 6 coats less per week and refused to give any reason for the reduction.

The chairman is of the opinion that the pressers agreed to press 50 coats a week and they have presented no adequate reasons for reducing this to 44 coats. It is, therefore, ordered that the employer shall reduce the wages of the pressers in proportion to the decrease in the amount of their production. They are entitled to the scale of $41 per week when they press 50 coats, and for every coat less than 50 that they press the employer is ordered to deduct 82 cents from their wages.

(Signed) Wm. M. Leiserson

Dated Feb. 15, 1920. CHAIRMAN
CASE NO. 84.

Louis Holtz & Sons -- Rate for Second Basting.

Mr. Holtz & Mr. VanGeyt appeared for the employer and Mr. Pearlman for the Union.

The question in dispute is a rate for second basting work that was done before December. At that time 31 5/8 cents was paid for the work and the union contends that another rate of 35 1/8 cents was paid for a coat on which the work was practically the same as on this one. In behalf of the employer it was argued that the rate of 31 5/8 cents was higher than that paid by other houses doing similar work. Two coats an hour was all the second baster could do, according to his own testimony, but the employer testified that when the second basters were timed, they did five in two hours. It appears also that the man doing second basting works on this operation only part time, his main work being canvas basting.

Considering all these circumstances the Chairman is of the opinion that 2 cents ought to have been added to the old rate making it 33 5/8 cents.

(Signed) Wm., M. Leiserson


CHAIRMAN
CASE NO. 24

Date of the case - 1st July, 1930


At the place of the meeting of the Board of Directors held on 1st July, 1930.

The Board of Directors met at 9:00 a.m. for the purpose of considering the complaints filed by the petitioner and the respondent. The Board discussed the matter and decided that the complaint was unfounded and that the respondent had acted in accordance with the rules and regulations of the company.

The Board, therefore, found in favor of the respondent and ordered the petitioner to cease and desist from further complaints.

Sincerely,

[Signature]

Secretary

[Date] 1st July, 1930
CASE NO. 85.

August Bros. -- Discharged Presser

An off presser was discharged on the ground that he used indecent language in the shop. The remark was heard by a number of fellow employees, and the off presser admitted having made the remark. In behalf of the presser the union representative pleaded extenuating circumstances. But whatever may have been the merits of the dispute in which he was involved with the firm, it can not be said that he was discharged without just reason when the employer dismissed him for using indecent language.

Neither the employer nor the employees can have any justification for using indecent language in the shop. Both the employer and the employees have a right to expect that their place of employment will be clean and decent. When an employee uses indecent language and is discharged therefor, the Chairman will not reinstate him.

(Signed) Wm. M. Leiserson

Dated Feb. 16, 1920. CHAIRMAN