MINUTES OF THE MEETING OF IMPARTIAL CHAIRMEN
MEN'S AND BOYS' CLOTHING INDUSTRY

March 30, 1920.

The meeting of the Impartial Chairmen of the Men's and Boys' Clothing Industry was held in the Pennsylvania Hotel, New York, on Saturday, March 30, 1920.

Present:
Prof. J. H. Tufts, Chicago, Chairman.
Judge J. M. Moses, Baltimore,
Charles Barnes, Montreal,
Chas. G. Wood, Boston,
David C. Adie and
Morris Kolchin, New York.

The meeting was called at 9 A.M. and lasted until 5 P.M. and the following questions were discussed:

I. MINIMUM RATES IN TAILOR SHOPS AND FOR SPECIAL OPERATORS.

Prof. Tufts raised the question as to whether minimum scales of wages had been established in any of the markets. He stated that in Chicago, he had established a minimum wage scale of $16. per week in the cutting rooms and that consideration was now being given to the establishing of minimum rates for workers in other operations.

It was understood by the conference that Dr. Leiserson of Rochester had also been working on this problem and that certain rates had been established in the market although no definite information was at hand at the time of meeting.

Mr. Barnes indicated that the matter was being discussed in Montreal but that no definite decision had been arrived at.

None of the other markets had made any decisions in regard to minimum scales of wages.

II. OVERTIME.

A situation had developed in Chicago which necessitated Prof. Tufts giving consideration to the question as to how best to interpret the general agreement as it affects overtime rates. It was understood that under the terms of the agreement, overtime should be paid for periods in excess of the 44 hour week. The question under consideration was whether a full 44 hours should be worked before overtime rates were paid or whether overtime began at a certain hour of the day, irrespective of the number of hours worked during the week.
MINUTES OF THE MEETING OF IMPORTANT CHAMBERS

MEN'S AND BOYS' CLOTHING INDUSTRY

Meeting held at the Pennsylvania Hotel, New York,

Minutes of December 20, 1920.

Present:

C. H. Tuttle, Chicago, President;

R. A. Rose, Secretary;

M. J. Monson, Boston;

R. D. Wood, New York;

M. E. Getlin, New York.

The meeting was called to order at 9 A.M., and the following items were discussed:

1. Minimum Rates in Tailor Shops and for Special Operators.

2. Overtime.

The minimum rates of pay to apply to the operators in connection with certain shops were established by the President and the Secretary.

The meeting adjourned.

C. H. Tuttle, President.

R. A. Rose, Secretary.
Mr. Adie contended that regular working periods should obtain in the industry and that it was easy to ascertain at what hour work shops usually closed for the day. He argued that industry should have a regular working period and that, irrespective of the number of hours worked during the week, overtime should be paid after the regular closing hour. The question was raised as to whether this would lead to tardiness on the part of the workers. It was generally assumed in the conference, that tardiness was a separate problem and workers should be disciplined for this delinquency and that the matter did not really enter into the general discussion of overtime periods. As a principle, it was agreed that the several Chairman should adopt the policy of awarding overtime to workers in the shops for any period worked after the regular closing hour and that if tardiness was evident on the part of the workers, the union should be called upon to discipline its members.

III. STATISTICS.

The question of gathering wage statistics on the several markets was considered by the conference and it was agreed that it would be desirable to have comparative wage data in the offices of the Impartial Chairman at as early a date as possible so that the Chairman would be better able to deal with any demands presented by the Amalgamated at the expiration of the present season.

Mr. Kolchin of the New York office, was authorized to make the wage survey. It was proposed that the Chairman in the several markets be asked to secure pay-rolls from the representative firms and that this data should be collected by Mr. Kolchin and tabulated, if possible before the first of May. The expense for making the survey should be borne by both parties to the agreement in each market. The salary of Mr. Kolchin and his assistants would be carried by the New York office; the other expenses which would probably be traveling expenses, should be borne by the other markets. This, it was understood, would be a very nominal sum. It was agreed that the week beginning April 18 should be taken as the basis of this wage survey.

Note: Mr. Kolchin reports that if the week of April 18th is to be taken, the data cannot be tabulated and placed in the hands of the Impartial Chairman early enough to be of any practical service. He suggests that the week beginning March 22nd be taken as the basis of the survey. With that end in view, he has prepared blanks which are now being mailed to the Chairman.

IV. SURVEY OF THE NEW YORK MARKET.

Mr. Adie stated that after a conference with representatives of the Amalgamated and the Manufacturers' Association, he had asked
Prof. Felix Frankfurter and Major Rosensohn to undertake a survey of the Impartial machinery in New York. It is hoped that this survey will indicate possible lines of development; will show whether any weaknesses exist and how best these can be corrected. It is expected that this report will be in the hands of the Impartial Chairmen by the middle of April.

V. INTERPRETATION OF THE AGREEMENT.

Prof. Tufts raised the question as to whether the agreement in the several markets should be interpreted broadly or whether the Chairmen should be guided by the letter of the agreement primarily. It was the consensus of opinion at the conference that the agreement be interpreted in a broad sense. The literal interpretation would involve the market in so much difficulty and would limit the power of the Chairmen for the settlement of disputes and the making of adjustments to such an extent that no other course than the interpretation of the agreement in a broad sense seems advisable. Jurisdiction should be assumed by the Chairmen in every situation where the welfare of the industry is at stake. It was felt that the agreements all contained clauses which would allow the Chairmen to proceed in the manner best fitted to meet any situation which might arise in the market.

VI. MORRIS L. COOKE SUGGESTS THE WRITING OF A BOOK.

Mr. Adie reported that a suggestion had been made by Morris L. Cooke of Philadelphia, to the effect that the Impartial Chairmen should supervise the writing of a book, outlining the structure of the machinery and defining the methods and explaining the results of the collective bargaining agreement in the Men's and Boys' Clothing Industry. Mr. Cooke is of the opinion that a book will be written at an early date and he believes that it will be advisable to have the book written by some careful student and the matter should be proof read and revised by the Impartial Chairmen. A further suggestion was made by Mr. Cooke that Mr. Edward Hunt, one of the New York labor managers, be entrusted with the writing of this book. It developed in the discussion that Mr. Hunt had had a wide journalistic experience and Prof. Tufts was of the opinion that such a writer might not be best fitted for the task. After discussion, the Chairman appointed a committee of two: Judge Moses and Mr. Adie, to interview Mr. Morris L. Cooke and Mr. Hunt with reference to this matter. After the details and plans have been secured, this committee is to report back to the general group when the matter will be more definitely considered.
INTERPRETATION OF THE AGREEMENT

V. TAKING INTO ACCOUNT THE FACT THAT THE PARTIES TEND TO UNDERSTAND THE AGREEMENT IN A WAY THAT MIGHT BE ØVRSTAND ORuzzible, THEY HAVE AGREED TO THE FOLLOWING:

1. The interpretation of the Agreement shall be in accordance with the ordinary meaning of its terms. In case of ambiguity, the context and the entire Agreement shall be considered to interpret the Agreement.

2. Any reference to a party shall be deemed to include its successors, assigns, and permitted subcontractors.

3. The headings of the Sections are for convenience only and shall not affect the interpretation of the Agreement.

IV. NOTING I COOKEE SUGGEST THE WRITING OF A BOOK

A. The parties agree that a separate book may be written about the Agreement, which shall be published within 12 months after its execution. The book shall include all material relevant to the Agreement, including background information, case studies, and legal analysis.

B. The publisher shall be selected by mutual agreement of the parties. The publisher shall have the right to assign the copyright to a third party, subject to the approval of the parties.

C. The parties shall be entitled to review and comment on the manuscript of the book before its publication. Any changes shall be made upon mutual agreement.

D. The parties shall share equally in the profits from the sale of the book. The proceeds shall be used to fund future projects related to the Agreement.

E. The book shall be available in both print and electronic formats, and shall be distributed worldwide.

F. The book shall be dedicated to the parties and their families, and shall include a foreword by a respected authoritative figure in the field.

General