The
Hart Schaffner & Marx
Labor Agreements
Arrangements for Adjusting Relations between Hart Schaffner & Marx and their Employees Represented by The Joint Board of Garment Workers

Compiled by
Sidney Hillman Chief Deputy for Garment Workers and
Earl Dean Howard Chief Deputy for Hart Schaffner & Marx

February, 1914
On January 14, 1911, after a strike of four months' duration in which the majority of the employees were absent from their places, the following agreement was entered into between the representatives of the strikers and the Company:

Hart Schaffner & Marx Agreement

First: All of the former employes of Hart Schaffner & Marx who are now on strike shall be taken back and shall return to work within ten (10) days from the date hereof.

Second: There shall be no discrimination of any kind whatsoever against any of the employees of Hart Schaffner & Marx because they are or are not members of the UNITED GARMENT WORKERS OF AMERICA.

Third: An Arbitration Committee, consisting of three (3) members, shall be appointed. Within three (3) days from the date hereof, the employes of Hart Schaffner & Marx, who are now on strike, shall select one (1) member thereof, Hart Schaffner & Marx shall select one member thereof, within three (3) days thereafter; the two (2) members thus selected shall immediately proceed to select the third member of such committee.

Fourth: Subject to the provision of this agreement, said Arbitration Committee shall take up, consider and adjust whatever grievances, if any, the employes of Hart Schaffner & Marx, who are now on strike, shall have, and shall fix a method for settlement of grievances, if any, in the future. The finding of the said Committee, or a majority thereof, shall be binding upon both parties.

The Striking Employees of Hart Schaffner & Marx.

(Signed) T. A. Rickert,
H. C. Harris,
Margaret Dreier Robins,
John Fitzpatrick,
Hart Schaffner & Marx.
On February 1st, the Company created the Labor Department, to take general charge of all the dealings with the employees. Mr. E. D. Howard was given charge, with Mr. G. L. Campbell as assistant.

Mr. Clarence Darrow was appointed arbitrator by the Joint Board of the local unions, and Mr. Carl Meyer was appointed by the Company. These two, meeting with representatives of both sides, agreed upon Dean Wigmore of Northwestern University School of Law as a third arbitrator. Dean Wigmore, however, declined to serve and it became apparent that the parties could not agree upon a third man. Neither side wished to leave so important a matter in the hands of outside parties as had been suggested, and they, therefore, agreed to hold a formal Board of Arbitration meeting, without the third man, for the purpose of adjusting such grievances as could be settled by a board of two men. A meeting was held at the Sherman House and lasted over a week. It was found that all matters presented could be settled by mutual agreement so that a third man was not necessary to complete the work.

The outcome of the meeting was the following decision, which became the basis for subsequent adjustment:

The Decision of the Arbitrators in the Matter of the Arbitration between Hart Schaffner & Marx and their Employees

Chicago, Ill., March 13, 1911.

We, the undersigned, CLARENCE DARROW and CARL MEYER, appointed arbitrators to settle the difference between the employees of Hart Schaffner & Marx and the firm of Hart Schaffner & Marx, have heard all grievances presented and all questions in dispute between the respective parties, and we make the following findings with respect thereto; of all said findings to be binding and acted upon for a period of two years from the first day of April, A. D. 1911:

1. There shall be installed as soon as the same can conveniently be done, in each tailor shop building where any female help is employed, at least one separate room or space partitioned off from the rest of the workshop, which shall be used as a rest room or retiring room in case of sickness on the part of any female employe of said shop.

2. The firm of Hart Schaffner & Marx shall see to it that all tailor shops are properly ventilated. No sweeping of a character to raise any dust in any of the shops shall be done during working hours. This shall not prevent, however, the collection of pieces and remnants whenever necessary during such working hours.

There is to be allowed three-quarters (¾) of an hour for dinner.

3. The following basis of wages shall be in force in the various departments:

No employee shall receive less than $5.00 per week, and no male employee above the age of seventeen shall receive less than $6.00 per week, and no male employee above eighteen years of age shall receive less than $8.00 per week.

(a) The Cutting Department: The minimum to be paid to any cutter shall be $8.00 per week, and the scale of wages to be paid to cutters shall be at the rate of 52½ cents per cut, instead of at the rate of 50 cents per cut as is now in force in the cutting room.

(b) Tailor Shops: There shall be a uniform increase in the wages of all the employees engaged in the manufacturing of clothing in the tailor shops—whether by piece work or by time work—of ten per cent. This increase shall not apply to or affect any foreman, forelady or any of the assistant foremen or assistant foreladies, such foremen, foreladies, assistant foremen and assistant foreladies being those employed by the Company to supervise the work, and this increase shall not apply to any employees in the tailor shops other than those actually engaged in the manufacturing of clothing.

(c) Trimming Department: As to all machine operators, sleeve lining cutters, lining cutters, canvas and hair-cloth cutters, and trimmers on lay, the minimum rate shall be $8.00 per week, and there shall be an increase of ten per cent over and above the scale of wages at present paid to the above named workers.

(d) Woollen Department: As to examiners, there shall be a minimum rate of $15.00 per week, and the basis of the week’s wages shall be $18.00 per week for 36 pieces per day instead of 40 per day, as heretofore.

Wherever in these findings a raise of any percentage has been fixed, the firm of Hart
Schaffner & Marx shall, through their bookkeeping or accounting department, determine as to the method in which this raise is to be calculated or paid.

In all the departments persons who are paid by the week shall be paid time and a half for overtime. If work is done in any of the tailor shops on Sundays or on any of the following holidays, to-wit, Christmas, New Year’s, Decoration Day, Fourth of July, Thanksgiving or Labor Day, the employes of such shops shall receive double pay for the work done on said days.

During the slack season the work shall be divided equally as near as is practicable among all hands.

4. As to any future grievances, the firm of Hart Schaffner & Marx shall establish some method of handling such grievances through some person or persons in its employ, and any employe either by himself or by an individual fellow-worker shall have the right to present any grievance at any reasonable time, and such grievance shall be promptly considered by the person or persons appointed by said firm, and in case such grievance shall not be adjusted, the person feeling himself so aggrieved shall have the right to apply to some member of said firm for the adjustment of such grievance, and in case the same shall not then be adjusted, such grievance may be presented to Clarence Darrow and Carl Meyer, who shall be constituted as a permanent Board of Arbitration to settle any questions that may arise between any of the employes of said firm and said firm for the term of two years from April 1, 1911, during which time these findings shall be in full force.

All of the matters herein determined with reference to wages shall become effective on and after April 1, 1911.

Clarence Darrow, Carl Meyer.

The Company had made a promise to investigate the matter of lack of uniformity in prices and quality of work in the various shops. The General Superintendent took the matter immediately in hand and produced complete specifications for coats with prices which were in practically all cases the maximum paid in any shop. This was done during the months of May and June, 1911. It was found that the lack of uniformity of prices on trousers and vests were not so great and that a more gradual procedure might be applied in these cases whenever there was any change in the operations. All the grievances arising among the employes, especially in matters of discharge and prices, were heard by Messrs. Darrow and Meyer, and an agreement reached in all cases. When Mr. Darrow was called to Los Angeles later in the year, Mr. W. O. Thompson was appointed to act in his place during his absence.

It gradually became apparent that the board, composed of busy men, could not hear all the minor grievances. These grievances, however, even though unimportant in themselves, created a feeling of dissatisfaction which was not desirable for either side. A meeting was therefore called at which the representatives of the workers declared the situation and enlisted the co-operation of Mr. Schaffner to devise a plan for adjusting matters more promptly and with less expense. The result of the conference was the agreement which follows:

Agreement Creating Committee to Establish Trade Board and to formulate Rules for its Guidance

It is agreed between Hart Schaffner & Marx and the employes of Hart Schaffner & Marx, represented by Morris Feinberg, that a committee be and hereby is appointed, composed of E. D. Howard and Carl Meyer, representing Hart Schaffner & Marx, Wm. O. Thompson and S. Hillman, representing the employes, and Charles H. Winslow (in his individual capacity, and not in any way in his official capacity, and his services in no way to interfere with his official work or hours), said Winslow being selected by said other four members for the following purposes:

1. To create a board of such number as such committee shall determine upon for the purpose of adjusting and fixing prices when necessary, and adjusting any other matters that may be in dispute between Hart Schaffner & Marx and its employes, and the neutral member of said board shall be appointed by said committee.
(2) To formulate and fix such rules and regulations for the guidance of said board as may be determined upon; such rules and regulations to be binding upon the parties hereto during the continuance of the agreement entered into between Hart Schaffner & Marx and its employees, to-wit, until April 1, 1913.

(3) It is expressly agreed that the agreement made on January 14th and the decision of Clarence Darrow and Carl Meyer, the arbitrators appointed under said agreement, which decision is dated March 13, 1911, shall remain in all respects in full force and effect, and neither said committee nor said board so appointed shall have any right to take up any question of increasing wages or of providing for any sort of what is commonly termed a closed shop, or to make any rules or regulations in violation of or inconsistent with any of the provisions of said agreement of January 14, 1911, or said decision of March 13, 1911.

Said board when appointed shall be solely for the purpose of acting as an original tribunal and an appeal shall always lie to the Arbitration Board created by the present agreement from the decision of said board.

Said board shall be in existence during the life of this present agreement between said Hart Schaffner & Marx and said employees, or until April 1, 1913.

For Joint Board of Garment Workers,

MORRIS FEINBERG,

Chairman.

For Hart Schaffner & Marx,

JOSEPH SCHAFFNER,

Secretary and Treasurer.

The deliberations of the committee resulted in the following report, establishing a Trade Board with rules of procedure:

Report of Committee Establishing Trade Board with Rules of Procedure

Preamble

As a result of the garment workers’ strike of 1910, an agreement was entered into between the firm of Hart Schaffner & Marx, and its employees, dated January 14, 1911. In accordance with that agreement, Clarence S. Darrow and Carl Meyer, who represented respectively the employees and the firm, established among other things, by a decision dated March 13, 1911, that all grievances arising between the firm and its employees should be heard by a Board of Arbitration of three members. Thereafter for substantially a year many matters were brought up before the board, including, among others, cases of discharge involving questions of workmanship and quality of work, discrimination against employees, stoppage of work, and the adjustment of prices for piece work upon change of specifications and the claims of decreased earnings through the enforcement of certain standards of work, and while there have been no division between those on the board, which has consisted of only two members and while its rulings have been considered fair and impartial and have been satisfactory to both parties, nevertheless, as the year progressed, it became apparent to the members of the board and to both parties that the Board of Arbitration, because of the inadequate machinery at its disposal, was unable as a court of first instance to speedily and properly adjust all of the various questions arising—many of them of a technical nature and requiring practical tailoring experience and technical knowledge.

Consequently, a conference was called by Mrs. Raymond Robins to consider the matter and in response to her request the following persons met at the office of Carl Meyer, the arbitrator for the new corporation of Hart Schaffner & Marx:

For the employees—Mrs. Raymond Robins, John Fitzpatrick, W. O. Thompson and Henry M. Ashton.

For the corporation—Joseph Schaffner, Carl Meyer, Milton A. Strauss and Professor Howard.

As a result of the said meeting the said corporation and its employees entered into an agreement, dated April 1, 1912, appointing this committee and authorizing it to establish a Trade Board to sit as a court of original hearing in all grievances arising between said corporation and its employees and to make such rules and regulations for the carrying on of the work of said Trade Board as the committee should consider proper.

The committee held several sessions and as a result established a Trade Board of eleven members, preferably practical men in the trade, and has formulated certain rules for its guid-
ance. In framing the rules this committee has refrained from detail regulation, but has given the Trade Board ample power to establish such additional rules as experience may dictate.

While all matters of this kind are more or less of a tentative nature and must be subject to the test of practical everyday life, yet the committee after a review of the work of the Board of Arbitration for the year just past and of the experience in other fields which it has considered believes that the organization herein provided will prove efficient for the work in hand, and it is hoped it will mark a step forward in the relations of the employer and the employed, in the conciliation of labor.

Trade Board

1. The Trade Board shall consist of eleven members who shall, if possible, be practical men in the trade; all of whom, excepting the chairman, shall be employees of said corporation; five members thereof shall be appointed by the corporation, and five members by the employees. The members appointed by the corporation shall be certified in writing by the corporation to the chairman of the board, and the members appointed by the employees shall be likewise certified in writing by the joint board of garment workers of Hart Schaffner & Marx to said chairman. Any of said members of said board, except the chairman, may be removed and replaced by the power appointing him, such new appointee to be certified to the chairman in the same manner as above provided for.

Alternates

In addition thereto each side is to appoint five alternates in the same manner above provided for, to the end that there will be as near as may be a full meeting of the board at each session.

Meetings

Meetings to be held weekly unless waived by the chairman. Special meetings may be called by twenty-four hours’ notice.

Quorum

Quorum to consist of not less than three members on each side, but in no case shall the representation of either side have unequal voting power. In case a quorum is lacking after a regular call, the chairman shall give notice to the chief deputy of the delinquent side, who will be given thirty minutes to produce a quorum of regular members or alternates.

Neutral Member of the Board

2. The neutral member of the board who is appointed by this committee, is to hold office until the expiration of the original agreement; and in case of his death, resignation or inability to act, then his successor shall be appointed by the Board of Arbitration at a full meeting of its three members. Said neutral member shall be chairman of the board and shall preside at all meetings of the Trade Board and shall have a vote in its proceedings.

The duties of the chairman shall be to preside at all meetings, to certify to all decisions and proceedings of the board, to maintain order and expedite the business before the board by limiting discussion or stopping irrelevant debate, and to conduct the examination of witnesses and to instruct deputies, and, upon request, to grant stay of the orders of the board, at his discretion, pending appeal.

Jurisdiction of Board

3. Said board is to have original jurisdiction of all matters arising under the agreement of January 14, 1911, and the decision thereunder of Messrs. Darrow & Meyers, of March 13, 1911.

Deputies

4. The representatives of each of the parties of the Trade Board shall have the power to appoint deputies for each branch of the trade, that is to say, for cutters, coat makers, trouser makers and vest makers.

Each side shall have the right to form such rules and regulations for its own deputies as do not conflict with these rules, or the rights of the other party; provided, however, that one of the said deputies shall be called chief deputy, and shall be responsible for the keeping of the records to be kept for his party, and for informing the board of matters arising from his party upon the calendar of the Trade Board, and to do such other work for the orderly carrying on of the affairs of the Trade Board on behalf of the party he represents as the Trade Board may from time to time require. Said deputies are:

(a) To do such work as the Trade Board may call upon them to do.
(b) To take up the grievances from the party which they represent, and, in connection with a deputy from the other party, to make an prompt an investigation as is possible. If they agree upon a decision in regard to same, then they shall report such decision in writing to the Trade Board, and their decision shall be binding on both sides unless objections thereto are filed with the Board, within three days from the making of the decision.

If, however, the said deputies fail to agree, they shall then certify the fact in writing to the Trade Board, agreeing on the facts, if possible, and in case they disagree as to the facts, each shall certify his statement of facts to the Trade Board, and the matter shall then be taken up by the Board in its next regular or special meeting, and the Board at such meeting shall constitute itself a trial board, and each party shall be permitted to present such arguments and such evidence as is pertinent to the matter in dispute.

(c) It is understood the deputies shall be available to give the duties of their office prompt attention.

Qualification of Deputies

(5) Each deputy, in order to qualify for duty, must have a commission signed by the proper official representing employees, or the Company, and said commission must be countersigned by the chairman of the Trade Board. Deputies must be either employees of Hart Schaffner & Marx, or must be persons who are connected with the Joint Board of Garment Workers of Hart Schaffner & Marx.

Records

(6) Duplicate records shall be kept by the Trade Board, one to be in the hands of the chief deputy for the corporation, and one in the hands of the chief deputy for the employees. Such records shall contain the following, which are to be in writing: The complaints of either party which are to be filed with the Board; the decisions of the Board, of the deputies or of any committees; any orders made by the Board; calendars of cases before the Board, and such other matters as the Trade Board may direct placed upon the records.

Appeal to Arbitration Board

(7) In case either party should desire to appeal from any decision of the Trade Board, or from any change of these rules by the Trade Board, to the Board of Arbitration, they shall have the right to do so upon filing a notice in writing with the Trade Board of such intention within thirty days from the date of the decision, and the said Trade Board shall then certify said matter to the Board of Arbitration, where the same shall be given an early hearing by a full Board of three members.

General Rules

8. (a) In case the deputies or Trade Board agree upon a remedy for the grievance, they shall make a signed order to the proper official of the Company. This official must execute the order without delay, or must endorse upon the order his reason for refusing to do so, in which case either chief deputy or Trade Board has the right within twenty-four hours to request a stay from the chairman pending appeal to the Board of Arbitration.

(b) In case of a stoppage of work in any shop or shops, a deputy from each side shall immediately repair to the shop or shops in question.

If such stoppage shall occur because the person in charge of the shop shall have refused to allow the people to continue work, he shall be ordered to immediately give work to the people, or, in case the employees have stopped work, the deputies shall order the people to immediately return to work, and in case they fail to return to work within an hour from such time such people shall be considered as having left the employ of the corporation, and shall not be entitled to the benefit of these rules.

(c) In case either party shall fail to carry out any decision of the Trade Board, then such matter shall be certified by the Trade Board to the Board of Arbitration, and thereupon said Board of Arbitration shall hear the matter, and should it find that either party has failed to carry out a proper order of the Trade Board, then the said Board of Arbitration shall have the power to devise such means of discipline as it may consider just and proper.

(d) Whenever a change of price is contemplated the specifications shall be submitted to the Trade Board, and the specifications with the prices fixed therefor shall be certified to the firm by the chairman of the board.
(e) In fixing the prices the Board is restricted to the following rules:
   Changed prices must correspond to the changed work and new prices must be based upon old prices where possible.

(f) Complaints against members of the Trade Board as workmen are to be made by the foreman to the Trade Board. Any action of any employe as a member of the Trade Board shall not be considered imical to his employment with the corporation.

(g) Before or at the time of entering any complaint against any employe in the complaint book, said employe shall be notified thereof so he may have the opportunity of notifying a deputy of the board and have said complaint investigated.

(h) No employe who has voluntarily abandoned his position shall have any standing before the board; voluntary abandoning of positions shall be construed thus: When an employe has failed to occupy his accustomed place without permission, and fails to notify the foreman that he is holding his position before the close of business of the next day.

(i) No member of a Trade Board shall sit on a case in which he is interested, or to which he is a party.

Amendments

(9) These rules and regulations shall be subject to amendment, modifications or alterations or repeal at any time, either upon the order of the Board of Arbitration or the Trade Board.

(Signed)

E. D. Howard,
Carl Meyer,
W. O. Thompson,
S. Hillman,
C. H. Winslow,
Committee.

Trade Board Organized

Mr. James Mullenbach, acting superintendent of the United Charities of Chicago, was chosen chairman of the Trade Board. The first meeting was held May 8, 1912. The first members of the Trade Board representing the Joint Board of Garment Workers were Messrs. Smith, Marienpietro, Kaminsky, Spitzer, Hirsch, Feinberg, Goldenstein and Tobac.

The members representing the Company were Messrs. Larson, Weinberg, Masche, Gutman, Duske and Leis.

The deputies appointed by the Joint Board were Mr. Sidney Hillman, chief deputy, representing the coat tailors; Mr. S. Levine, representing the cutters; Miss Bessie Abramovich, representing the vest makers, and Mr. P. Rothbart representing the trouser makers.

The deputies appointed by the Company were Mr. Howard, chief deputy, and Mr. Campbell, assistant.

It was found practicable to reduce the number sitting on any case to two on each side. In practically all cases the decision was finally rendered by the chairman.

In fourteen cases, up to January 1, 1914, appeal was taken from the decision of the Trade Board to the Board of Arbitration. These appealed cases presented difficulties so great that the Board of Arbitration of two members were unable to reach an agreement and Mr. J. E. Williams of Streator, Ill., was chosen chairman of the Board of Arbitration in December, 1913, thus, for the first time, forming a complete Board as had been originally contemplated.

The original agreement expired April 1, 1913. For two months prior to this date the Board of Arbitration met without the chairman for a general discussion with both sides of a new agreement. The employees presented a list of demands as a basis for this negotiation. The only demand which it was found impossible to grant required the Company to discharge any employe after two weeks who failed to become a member of the United Garment Workers of America. The Company regarded this as asking for a closed shop, which had been refused two years before, and the issue of which had produced the strike of four months. The Company felt that the employes were not sufficiently experienced in unionism to properly demand that they be given this enormous power over the Company. The workers, on their side, felt that the extension of their organizations would be endangered if membership were allowed to remain voluntary on the part of the employes, and if the non-union employes received all the benefit of the efforts of the union members for increased remuneration or better conditions.

Negotiations came to an end, and the arbi-
trators left the city. Mr. Williams, chairman of the Board, procured from the Company an agreement to extend the old agreement to May 13, 1913, an additional six weeks, in order that more time might be given before so momentous a step should be taken as a rupture of peaceable relations. The Garment Workers' Locals refused to accept this extension.

About a week before the first of April, Messrs. Williams, Hillman and Howard offered to present to both sides the following proposition for a preferential shop, which was finally adopted on March 29, 1913.

**Working Basis of Preferential Agreement**

The chairman suggests the following as a tentative working basis of agreement:

1. That the firm agrees to this principle of preference, namely, that they will agree to prefer union men in the hiring of new employees, subject to reasonable restrictions, and also to prefer union men in dismissal on account of slack work, subject to a reasonable preference to older employees, to be arranged by the Board of Arbitration, it being understood that all who have worked for the firm six months shall be considered old employees.

2. All other matters shall be deliberated on and discussed by the parties in interest, and if they are unable to reach an agreement, the matter in dispute shall be submitted to the Arbitration Board for its final decision.

Until an agreement can be reached by negotiation by the parties in interest, or in case of their failure to agree, and a decision is announced by the Arbitration Board, the old agreement shall be considered as being in full force and effect.

(Signed)

For Hart Schaffner & Marx:

Joseph Schaffner,
Secretary and Treasurer.

Milton A. Strauss,
Earl Dean Howard,
M. W. Cresap.

For the Chicago Federation of Labor:

John Fitzpatrick,
President.

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For the Woman's Trade Union League of Chicago:

Margaret Dreier Robins,
President.

For the Joint Board, United Garment Workers of America:

A. D. Marimpietri,
Chairman.

Sidney Hillman,
Chief Deputy.

Samuel Levine,
Deputy for Cutters and Trimmers.

Frank Rosenblom,
Deputy for Local No. 144.

Hyman Dolinky,
Deputy for Local No. 152.

Peter Galskis,
Deputy for Locals Nos. 6, 253, 264, 269, 273.

Charles Zelibor,
Nick Moreth.
Representing Cutters and Trimmers.

J. E. Williams,
Arbitrator.

The agreement practically left all matters except a closed shop in the hands of a Board of Arbitration. In order that both parties might know the attitude of the chairman of the board, the following statement was prepared by him and really became one of the conditions of the agreement:

**Statement of Chairman**

In facing the possibility of unsettled questions being submitted to arbitration, I find my present state of mind to be this:

That, in addition to maintaining what has been gained in the present agreement, the chief interest of the employees centers around the question of an increased efficiency of organization, which requires a recognition of the need for such a substantial degree of preference as will tend to improve that efficiency; while the chief interest of the employers centers around the question of efficiency in business competition, which necessarily includes a recognition and consideration of cost and quality of production, with the shop co-operation and discipline necessary to secure it.
I find my mind still open and ready to receive and be influenced by any light that may be offered by either side, and this statement is given to show, so far as I understand myself, what my present attitude is on the questions which most need to be considered and reconciled.

J. E. WILLIAMS,
Chairman.
Chicago, March 28, 1913.

Later Statement

After submitting the above statement to the principals of the parties in interest, and discussing with them the manner of its application, I am confirmed in the impression that the interests described therein are the interests that should be mainly considered and conserved by the Board of Arbitration.

J. E. WILLIAMS,
Chairman.
Chicago, March 29, 1913.

The Board of Arbitration met about a month after this agreement was signed, and, under the authority conferred upon it by that agreement, made the following rules:

Ruling of Board of Arbitration

By virtue of this agreement on the 29th day of March 1913 between the Joint Board of Garment Workers, U. G. W. A. and Hart Schaffner & Marx, the Board of Arbitration has made the following findings to be in force between said parties.

1. This agreement shall be in force for a period of three years, beginning May 1, 1913, and ending April 30, 1916. It is agreed that negotiations for the further continuance, or of a change in the agreement shall begin on March 1, 1916, and that representatives of both the parties hereto shall meet on that date for preliminary discussions.

2. The Trade Board and Board of Arbitration shall be continued as heretofore constituted, and shall continue their functions upon the lines now in practice; except that it is agreed that the powers of the Board of Arbitration have been enlarged to meet extraordinary conditions in the manner following:

2. (a) If there shall be a general change in wages or hours in the clothing industry, which shall be sufficiently permanent to warrant the belief that the change is not temporary, then the Board shall have power to determine whether such change is of so extraordinary a nature as to justify a consideration of the question of making a change in the present agreement, and, if so, then the Board shall have power to make such changes in wages or hours as in its judgment shall be proper.

3. It is agreed that the principle of preference shall be carried out according to the spirit of the agreement adopted March 29, 1913, as interpreted in the statement made by the chairman of the Board of Arbitration before the signing of that instrument.

4. The hours of work in tailor shops, shall be 52 hours per week instead of 54 hours, as formerly.

5. The minimum wage scale of the old agreement shall remain in force except as follows:

   Machine operators in tailor shops (except sergers, sleeve operators, and pad makers) shall for the first three months of service receive not less than $5.00 a week, and not less than $8.00 a week thereafter. Sergers, sleeve operators, and pad makers shall receive not less than $5.00 a week for the first three months, and not less than $7.00 a week thereafter. Women in needle sections shall receive not less than $5.00 a week for the first three months, and not less than $6.00 a week thereafter.

6. All overtime shall be paid for as follows: Piece workers shall receive a rate and a half, and week workers shall be paid at the rate of time and a half for any overtime. No overtime shall be allowed on Sundays or legal holidays. Christmas, New Years, Decoration Day, 4th of July, Labor Day and Thanksgiving Day, shall be considered as legal holidays.

7. The full power of discharge and discipline remains with the Company and its agents; but it is understood that this power should be exercised with justice and with due regard to the reasonable rights of the employe, and if an employe feels that he has been unjustly discharged, he may have appeal to the Trade Board, which shall have the power to review his case.

8. The Company and its agents shall use their best judgment in maintaining a proper balance of workmen in the sections to keep the different departments at work, and shall do
their best to prevent overcrowding. If complaint shall arise on this matter, it shall be subject to review by the Board.

9. When sections are abolished, the Company and its agents shall use every effort to give the displaced workers employment as much as possible like the work from which they were displaced, within a reasonable time.

10. It is understood that these parts of the old agreement which are not in conflict with these amendments, and which have not become obsolete, are in full force and effect. It is expected that the old and new agreements will be consolidated later, when the Board has had time to work on them, and the present arrangement is intended to last until they can be properly codified.

May, 1913.

Board of Arbitration.
J. E. Williams,
Chairman.
Carl Meyer,
W. O. Thompson.

The manner of applying the preference in employment and discharge was not taken up by the Board of Arbitration until August. A great many difficulties were encountered by the Board of Arbitration in working out a satisfactory scheme for applying the principle. The outcome, however, of many meetings was the following decision, which included all other matters in dispute at that time.

Decisions in Relation to Preference as Codified August 30, 1913

The Garment Workers' officials having appealed to the Board of Arbitration for an interpretation of the principle of preference as announced in the agreement, the Board gives out the following statement:

It finds that, under the agreement and the Chairman's statement on which the agreement is based, the test of preference is that it must strengthen the organization, while at the same time it must extend a "reasonable preference" to old employees, and maintain the efficiency of shop discipline (and standard of workmanship). It finds the application of "reasonable preference" is left to the Board of Arbitration, and that practically the whole subject of preference is a matter to be worked out according to some plan to be devised by the Board within the limits set by the agreement. Being a new subject, almost without a precedent in the garment industry, the Board approaches it cautiously and tentatively, feeling that any plan that it may devise must be submitted to the test of actual practice to be improved upon or reconsidered as it may be found to work well or ill in its practical application. In this spirit it offers the following experimental interpretation, to remain in effect as long as it shall work to the satisfaction of both parties. After a fair trial, if either party shall so desire, appeal may be taken to the Board for reconsideration.

Provision for Preference

The application of the principle of preference made herein is based on the degree of unionization at present existing in the shops and is designed to prevent union membership from falling below its present status, and by its continued operation to strengthen the organization as contemplated by the agreement.

For this purpose the sections of workers in the employ of Hart Schaffner & Marx are to be divided into four classes corresponding to their degree of unionization, and shall be designated as Class A, Class B, Class C, and Class D.

Class A shall consist of those sections of workers in any shop or factory which are highly unionized, and in which the members of the Garment Workers' Union largely predominate.

Class B shall consist of those sections of workers in any shop or factory which are less highly unionized but in which there are a considerable number of union workers.

Class C shall consist of those sections of workers in any shop or factory in which the union members are relatively few in number or in which there are none.

Class D shall consist of those sections containing a very small number of workers or perhaps only one worker.

Appended hereto is a classification of sections as contemplated in the foregoing provisions. Each section so classified shall have the degree of preference belonging to its class.

Preference of Class A

It is expected that every worker in Class A
section shall be a member in good standing of the Garment Workers' Union. Failure to pay dues, or to otherwise fail to comply with the requirements of the union will subject the delinquent member to discharge at any lay-off that may be ordered as hereinafter provided.

Preference of Class B

Whenever a lay-off or deduction of force takes place in any section in Class B, any member of the Garment Workers' Union shall have preference over those who are not members of the union, and no union member shall be laid off until all non-union workers are laid off. Provided, that no worker employed more than one year who in the judgment of the Trade Board is conspicuously efficient shall be laid off.

Preference of Class C

Inasmuch as Class C consists of sections in which there are very few union members, or perhaps none at all, it is evident that preference cannot well be applied to this class. No preference is directed, therefore, in Class C.

Preference of Class D

The preference to be given in this class is as follows: If any additional people are added to this section, the permanent union men shall have preference in lay-off.

Should the original member of the section not be a member of the union in good standing at the time of the lay-off, preference shall be given to any competent additional member of the section who may be a member of the union.

Promotion of Sections

Whenever any section now classified as B or C shall become entirely unionized, it shall automatically change to Class A. Whenever any section now classified as A shall become less than half unionized, it shall automatically change to Class B, and if it shall become entirely non-union, it shall automatically change to Class C.

Preference of Seniority

If, in order to properly balance sections, a reduction of force be required greater than can be secured by the laying off of non-union workers as provided for herein, then there may be laid off those members of the union in the order of their seniority who have been in the employ of the Company for a period of six months or less, provided that any exceptionally efficient worker, or any especially valuable member of the union, may be exempted from the rule of seniority. Provided also the Company shall give notice to the chief deputy of its intention to discharge under this clause, and if he fails to agree the matter shall be referred to the Trade Board.

Slack Season Reduction in Tailor Shops

If it becomes necessary to reduce the force in the tailor shops during the slack season in order to give a reasonable amount of employment to the workers who are retained, the Trade Board may order such reduction under the conditions hereinafter mentioned. The principle of preference to union members shall be applied in any direction that may be made, and the method of making a reduction on account of the slack season shall be as follows:

The Company shall in its discretion, initiate a lay-off whenever it deems the condition of the shops require it.

Should it not exercise its power in such a manner as to prevent overcrowding of sections, the chief deputy shall, if he deems it necessary, make application to the Company for the required reduction of sections, and if it fails to comply he shall appeal to the Trade Board which shall decide whether or not the section is overcrowded as charged. In deciding the question of overcrowding, the Trade Board shall take into consideration the claims of the Company for protection of its organization, while giving effect to the principle of preference. An appeal may be taken from the decision of the Trade Board to the Board of Arbitration.

Among the claims of the Company which shall have due consideration are the following:

1. The proper number of workers in a section required to maintain an adequate balance. (This claim must be considered subject to the prior claim of the union for equal division of lay-off by its members, also recognizing the fact that the sections in Class C are under the control of the Company.)

2. The requirements of the coming busy season.

3. The difficulty of hiring substitutes for
the workmen dismissed, and the risk of impairing the efficiency of the organization.

4. The question of whether the slack complained of is transient and incidental, or whether it is due to the regular seasonal reduction of production and likely to continue for the customary slack period.

The consideration of these claims is not intended to prevent a reduction of the force when overcrowding exists; only to suggest to the Board that its action should be taken in the light of the Company’s right to protection against disorganization.

Table of Sections
For the purpose of guiding the Trade Board in its decision the Company shall cause to be made a table for each shop or factory showing the normal number of persons in each section in a period of full employment, and showing also the normal production of such shop or factory in such period.

After due allowance for the considerations before mentioned the Trade Board shall hold to be overcrowded those sections which fall sufficiently below the standard shown in the table to warrant a reduction, and shall determine the number to be laid off.

The table provided for in the foregoing paragraph is intended only as a help to the Trade Board, and is not intended to prevent it from ordering reductions on other grounds whenever the facts warrant them. Whenever a section is obviously overcrowded, as shown by any considerable shortage of work, the Trade Board may act on it immediately if called on, whether in the slack season or at any other period.

Preference in Hiring
When in need of additional workers the Company shall give the first opportunity of employment to union members if they can be obtained; if the union cannot furnish them the Company may procure the needed help from any other source.

To give effect to this preference with as little friction or inconvenience as possible the following provisions are made:

The Company shall furnish the union a list of the number and kind of workers needed, specifying the date on which the applicants must report, which list shall be furnished as far in advance as possible.

The union shall keep on file with the Company a list of such union applicants for work as it may wish to offer, which list shall be corrected from time to time and kept up to date.

The Company shall keep an employment record which shall show the date of engagement of all new workers, and the kind of work they are employed for and the place of work in which they are assigned.

If, after advance notice has been given, the union fails to have on its list of applicants the number and kind of workers needed by the Company on the specified date, or if the needed applicants fail to report in person on that date, then the Company may assume that union workers are not available and may procure help elsewhere.

In case of an emergency, when advance notice cannot be given, the Company may communicate orally or by telephone with the representatives of the union, and in case the union cannot furnish help, the Company may proceed to hire elsewhere.

If an applicant has been recently discharged for cause, or if under the influence of liquor, or obviously incompetent, the Company shall not be required to employ him. Otherwise, the candidates offered by the union shall have first opportunity of employment.

Preference in the Cutting Room

The question of preference in the cutting room has been referred to the Chairman for decision in the absence of some of the members of the Board.

He finds it a subject of acute controversy, and after spending several sessions in trying to bring the parties to a common ground of agreement, is obliged at last to render an independent decision.

The measure of preference proposed by the Company is that they will recognize that all cutters on the permanent force shall belong to the union, with the exception that thirty positions shall be exempted, which may be filled, at its pleasure, with non-union men.

The cutters object to the thirty exemptions on the ground that the number corresponds to the number of non-union men now in the cutting room, and they contend that such an exemption furnishes no preference to union men. Further, they claim that the Company has no right of exemption under the agreement.
except to old employes, or for exceptional personal efficiency, and they object to the exemption proposed by the Company because it is made without qualification or adequate reason. Their main contention is that the Company must offer a satisfactory reason for any exemption they make, that it is not entitled under the agreement to exemption without cause, and that the exemption of men on no other ground except that they are non-union works an unjustifiable hardship on the organization, and is likely to interfere seriously with the satisfactory working of the agreement because of the excessively bitter feeling that now obtains between the union and non-union men in the cutting room.

To this the Company rejoins that at the time of the settlement it refused to consider the proposal of a "closed shop," and that the essence of the "closed shop" is the prevention of the Company from employing non-union workers; that they have the right to employ at their option a certain number of non-union men, and that the number they propose to exempt is very modest, being less than ten per cent of the number employed. They further maintain that they have shown their good faith by offering a very liberal measure of preference for the whole works, which in the cutting room would guarantee the union that its membership would never fall below ninety per cent of the number employed.

The Chairman's Decision
August 5th, 1913

As to the fundamental ground for the preferential shop, the Chairman believes that for the purpose of this controversy, it is best stated in his "statement" which was made to both parties during the settlement negotiations, and since made a part of the agreement. The test of preference made therein is to the effect that it shall be such a preference as will make an efficient organization for the workers, also an efficient, productive administration for the company.

It is to this statement the Chairman must look for guidance in controverted questions of preference, and applying its spirit to the present controversy in the light of the arguments offered, he finds as follows:

All workers in the cutting room shall be members in good standing of the Garment Workers' Union, with these exceptions, namely: That the Company may exempt twenty positions from the operation of this rule, being less than five per cent of the number at present employed. Of these, one-half shall be limited to old employes who have been in the employ of the Company for five or more years; the other half shall be chosen on the ground of personal efficiency of individuals or general efficiency of administration, in the discretion of the Company.

August 5, 1913.
(Signed)
J. E. Williams,
Chairman.

Supplementary Decision
Re Preference in Cutting Room

The Company having filed written objection to the decision of August 5, 1913, relating to preference in the cutting room, claiming that said decision is incomplete and in some respects beyond the power of the Board under the agreement, the following additions and modifications are made after due consideration of said objections:

The Company shall prefer union men in hiring, but shall have the right to hire non-union men if the union cannot supply the needed help. The method of preference in hiring shall be the same as provided for in the tailor shops.

The preference in discharge shall be exercised at a time when the force is being reduced in the cutting room. It is expected that the present practice of laying men off during the slack season will be continued, and that the preference to union men in dismissal shall be put in operation at that time. The paragraph in the decision of August 6, 1913, defining the degree of preference in the cutting room shall be put into effect in the manner following:

After dismissal of the temporary force the Company shall dismiss all non-union men in excess of the number of twenty before requiring any union man to take a lay-off. The twenty non-union workers retained by the Company shall be in the same position with respect to equal division of lay-off as the union workers.

It is considered by the Board that the proportion of union and non-union workers contemplated by this decision constitutes the best
measure of preference it is able to work out, and it directs that if there be found a greater number of non-union workers in the cutting room than are herein provided for, the Company shall proceed to reduce the number to the required proportion at the time and in the manner set forth herein.

It is understood that the general provisions for the cutting room apply also to the trimming room.

Preference for Trimming Room
Both parties being agreed that the classification for tailor shops should not be applied to the trimming room, and there being no objection to the application of the same method used in the cutting room, the Chairman decides as follows:

That all workers in the trimming room, except those classified as belonging in the office force, shall be members in good standing of the union, with the exception that the Company may at its opinion exempt nine positions from this requirement, being five per cent of the number at present employed in the trimming room.

(Signed) J. E. Williams,
Chairman.

Promotion in Trimming Room
The Chairman of the Board, having been directed to investigate the trimming room, with a view to establish a wage scale based on some definite relation between work and wages, finds the work so lacking in uniformity that he cannot, with conditions as represented, recommend any uniform unit by which work may be measured. In order to meet the objection to a wage scheme based on the judgment or favor of the foremen or superintendent, he suggests that the scheme of promotion at present practiced in the trimming room be formulated and made public so that every worker may know his dues under that system. With this in view the following formulation is proposed:

For the purpose of promotion the workers in the trimming room shall be divided into three classes, namely: A, B, and C.

The Class A shall include all the body lining cutters; the C class shall include the Jackers; and the B class shall consist of all sections not included in A and C.

Promotion of Classes
In the A class increase of wages shall be based on length of service and on quantity and quality of output. For length of service (except as hereinafter provided) each worker shall be entitled to an increase of $1 a week each year, unless withheld for cause. In addition to this increase he shall be entitled to such further increase as may be justified by the quality and quantity of his output. It is understood that such promotion shall be dependent on the increasing efficiency of the cutter as shown by his records and those of the Company.

Unless withheld for cause, workers in Class B shall receive an increase of $1 a week each year (except as hereinafter provided) on account of length of service, and may be granted an additional increase for extra efficiency if same can be satisfactorily shown.

Workers in Class C shall receive an increase of $1 a week each year on account of length of service unless withheld for cause (except as hereinafter provided).

In the event of a vacancy in the more highly paid sections, preference in promotion to those vacancies shall be given to those in the lower paid sections if their record for efficiency and adaptability show them to be fitted for such transfer, provided such promotions shall not unbalance the sections affected or prevent the Company from securing a sufficient number of experienced workers.

Where a worker is thus transferred from one section to another, his wages in the new section shall not be less than in the one from which he has been transferred except as follows:

In case he has been earning more than $16 a week, he shall in such new section be expected to accept a wage of $16 a week to begin his new work; provided that he shall be advanced as rapidly as his workmanship shall justify, such increase to be measured by his efficiency as compared with other workers in the same section.

How Promotions Shall Be Made
Whenever a worker in this department thinks he is entitled to an increase he shall apply to the superintendent for such promotion, provided that such application shall not
be considered if made within six months of the last increase.

Increase of pay for length of service shall be limited to seven years, no worker being entitled to promotion for length of service alone beyond that period, being a total increase of not to exceed $7 per week on account of length of service. He may, however, be entitled to promotion for increase of efficiency, without reference to time limit. In estimating length of service, time spent as errand or office help, or in minor position not on the trimmer's pay roll shall not be considered.

Among the causes for increase to pay beyond the $1 a week allowed for length of service shall be special progress in efficiency of work as shown by quantity and quality of output, and a general satisfaction of service and co-operation in carrying out the spirit of the agreement.

Among the causes for withholding promotion on account of length of service shall be the failure of the applicant to make progress and to give reasonable and satisfactory service in his line of work. The expectation on which promotion for length of service is based is that the efficiency of the worker shall increase proportionately with his years of service and if the worker willfully refuses to recognize this expectation, or otherwise willfully refuses to co-operate in carrying out the spirit of the agreement, it shall, in the discretion of the Chairman of the Trade Board, be held sufficient ground for withholding increase of pay as herein provided.

Whenever efficiency is mentioned herein as a measure of wage increase, it shall be understood to be comparative efficiency, as measured by the work of others in the same section.

Classification of Trimming Room

The matter of the classification of employes in the trimming room being brought before the Chairman of the Board, he finds that the following occupations should be included in the office pay roll:

Superintendent, Lining Cutting Clerks, Pasteer, Canvas Picking, Swatch Clerk, Trousers Jacks, Button Stock, Matching Table, Special Order Clerks, Clerks, Stock Department, Bulk Supply, Office Clerks, Comptometer, Size Tickets, Tillets, Typists.

All other sections or occupations, not included in the above list shall be considered as being in the trimmers' classification and under the agreement made between the Company and the Union.

It is understood that if, by reason of emergency, temporary help is needed in the coat and vest jack section it may be supplied from the office force.

(Signed) J. E. WILLIAMS, Chairman.

General Rules

The following rules are of general application in all shops, factories and sections:

If any worker shall willfully violate the spirit of the agreement by intentional opposition to its fundamental purposes and especially if he carry such willful violation into action by striking or inciting others to strike or stop work during working hours, he shall, if charge is proven, be subject to suspension, discharge or fine. Provided, that if a fine is imposed its amount shall be determined by the chairman of the Trade Board, and shall not be less than $1 or more than $5 for each offense.

If any foreman, superintendent or agent of the Company shall willfully violate the spirit of this agreement and especially if he fails to observe and carry out any decision of the Trade Board or Board of Arbitration, he shall, if charge is proven, be subject to a fine of not less than $10 or more than $100 for each offense, at the discretion of the Chairman of the Trade Board.

The provisions for preference made herein require that the door of the union be kept open for the reception of non-union workers. Initiation fee and dues must be maintained at a reasonable rate, and any applicant must be admitted who is not an offender against the union and who is eligible to membership under its rules. Provided, that if any rules be passed that impose an unreasonable hardship, or that operate to bar desirable persons, the matter may be brought before the Trade Board or Board of Arbitration for such remedy as it may deem advisable.

Workers who are dismissed may be given lay-off memoranda allowing them to return to their shops or factories, trimming or cutting rooms, when there is need for their services. Provided this clause shall not be construed to
give such workers precedence over union members, or to interfere in any way with the provision for preference in hiring.

In Conclusion

In handing down the foregoing decisions relating to preference which grow out of a three months' consideration of the subject, and after hearing it discussed at great length and from every angle, the Board is acutely conscious that it is still largely an experiment, and that the test of actual practice may reveal imperfections, foreseen and unforeseen, which cannot be otherwise demonstrated than by test.

It therefore regards them as tentative and subject to revision whenever the test of experiment shall make it seem advisable.

The Board also feels that unless both parties co-operate in good faith and in the right spirit to make the experiment a success, no mechanism of preferential organization, however cunningly contrived, will survive the jar and clash of hostile feeling or warring interests. It hands down and publishes these decisions therefore in the hope that with the needed cooperation they may help to give the workers a strong, loyal, constructive organization, and the Company a period of peaceful, harmonious and efficient administration and production which will compensate for any disadvantage which the preferential experiment may impose.

Chicago, Aug. 30, 1913.
(Signed)

J. E. WILLIAMS,
Chairman.

There have been no cases appealed from the Trade Board to the Board of Arbitration since January, 1913. During the last six months of 1913 there were not more than a dozen Trade Board cases. So many principles have been laid down, and precedents established by both of these bodies, that the chief deputys are in all cases able to reach an agreement without appeal to a higher authority. A gradual change has taken place in the method of dealing with questions which present new principles, or which represent questions never before decided. The Board of Arbitration has appointed Mr. Williams as a committee to investigate and report, with the understanding that if an agreement can be reached by both parties without arbitrators, or, if the parties are will-

ing to accept the decision of the Chairman, then no further meeting of the Board of Arbitration will be required. This method has proved to be exceedingly satisfactory to both sides and has resulted in a form of government which has gradually taken the place of formal arbitration. In most cases, the Chairman is able by thorough sifting of the evidence on each side, to suggest a method of conciliation which is acceptable to both parties.

January 28, 1914.

Statement of the Situation

By Mr. W. O. Thompson

(Reprinted from The Daily Trade Record of Feb. 16, 1914.)

William O. Thompson, a prominent lawyer of Chicago, who represents the employees of Hart Schaffner & Marx on the Board of Arbitration under the protocol existing between the company and the workers, and to whom the major share of credit is conceded for bringing about a peaceful adjustment of the recent crisis in the cloak and suit industry in New York, said, in reviewing events that transpired in the relations between Hart Schaffner & Marx and their employees:

"The agreement between Hart Schaffner & Marx and the union, which has been in existence a little over three years, started in a very simple form which provided that any grievance of the employees of the firm should be given a hearing. A Board of Arbitration was appointed. A year and a half later, as questions of piece prices were coming up, as well as other technical matters, it was decided to make the machinery more efficient by the establishment of a Trade Board of five representatives from each side, with an impartial man as chairman, allowing appeal from this Board to the Board of Arbitration. In the practical working out of the proposition today, neither the Trade Board nor the Board of Arbitration is called upon to act. The Trade Board has not met for six months past and the Board of Arbitration has had two meetings since August 1, and those of only one hour each. A new piece of machinery has, by common consent, grown up, which consists of three persons who are, gener-
ally the chief clerks, representing respectively the company, the union, and the chairman of the Board of Arbitration, and is analogous to the committee on immediate action which has been established under the protocol in the cloak and suit industry, in this city. The efficiency of this committee in Chicago has been such that although not specifically provided for in the agreement, it has nevertheless almost superseded the other two Boards, and while they still are retained for extraordinary cases, their meetings, as shown, are infrequent. This committee very rarely has to make a decision, probably not having been called upon to make one twice in the last six months, because the influence of the committee has been of a conciliating character and has worked always to reach an agreement satisfactory to both sides, each side recognizing that if an agreement is not reached mutually, the matter will have to go to the Joint Board or the Board of Arbitration, where the matter can be decided upon one way or the other.

"The effect of this mediation under such conditions has been extraordinarily successful and looked upon by both company and the union as furnishing an answer to the industrial struggle. Mr. Schaffner has said to me that he would not for the world go back to the old days and deal with the employees individually. Hart Schaffner & Marx have had the most successful year of its existence, and feel they can plan their business and carry on their work without fear of labor trouble. At the same time the people in the union feel that their manhood is respected and their rights recognized and both sides look upon it as being the most satisfactory adjustment of the labor problem that exists in the United States. As will be noticed, the relation has been a constant growth from the simple contract until now it is an efficient working arrangement. There has been some experimentation and times of stress and trouble, but the contract has held throughout all, and both the company and the people feel they have made industrial history which can be taken advantage of by others in the country."

Mr. Thompson was asked at this point if the right of the company to discharge any employee had not been encroached upon by this agreement. He said:

"The question of discharge and discrimina-

tion has received constant attention during the more than three years of the use of the contract in Chicago. It was a matter pushed in determined fashion by the union and for a long time bitterly opposed by the company. Time and time again cases came before the Board of Arbitration while I was on it, which brought up the question of discrimination against the union, the proof being indirect. The company claimed, and was conceded, the right to hire and discharge, the union claimed in discharge cases there was discrimination. The direct proof of discrimination was very seldom forthcoming. After many cases came up, the members of the Board of Arbitration, as well as both sides, began to realize that all cases should be heard in the spirit to get at the equities, and do for the fair thing, and where it appeared that the man had been discharged for insufficient cause, the members of the Board of Arbitration representing the firm would generally require reinstatement, which the firm acceded to, until now it is understood by both sides that, while the firm has a right to discharge, that power should not be arbitrarily used, and if good-will is to prevail between both parties, there should be some cause for summary dismissal of a worker who depends upon his place for daily bread. It was also brought up before the minds of the workers, and they have been taught the company has a right to expect of them and does expect of them the faithful performance of work, and that when they fail to do this their discharge will be concurred in and forced by the Board of Arbitration, and during the three years this difficult problem has been in process of being worked out so that now it is thoroughly understood that when a man is justly fired for inefficiency the union makes no effort to reinstate him, but if, upon investigation, it is found that no just cause for dismissal exists, the representative of the company reinstates the man without further ado."

Mr. Thompson pointed out that the understanding which exists on this point has made the factory force of Hart Schaffner & Marx probably the most efficient of organizations in the industry. He was asked if a tendency of such a working agreement between a firm and its employees was not to have a continual agitation for wage increases, and if, in the long run, the manufacturer by compromising these
demands does not have to pay higher than the usual prices for his work. Mr. Thompson explained that the agreement made last year to run for three years provided for no general increase of wages for the employees of Hart Schaffner & Marx, and that two years before a general increase of 10 per cent was given. This would mean, then, that no increase is to be given the employees for a period of five years. As far as the "soldiering" of week workers, which has been a source of a good deal of complaint on the part of manufacturers in this market, is concerned, Mr. Thompson instanced the case of cutters in the Chicago factory. These are paid all the way from $20 to $32 a week. As a judgment of efficiency, he said, a man is supposed to earn his wages at an average of $21 1/2 cents a cut. If for several weeks he falls down on this average he is given notice by the company and his wage is reduced if his output continues to fall below. At the same time, this system gives him a chance to increase his earnings and prevents his weekly salary from being reduced. If his average is well over the usual amount he is entitled to receive an increase, which accounts for some of the wages earned by the more efficient of the workers.

In conclusion Mr. Thompson said that where there is no such agreement or protocol as exists in the Hart Schaffner & Marx factory, the manufacturer can expect to be "jacked up" any old time that it is convenient for the people to do so, and think they can get away with it. Under such conditions the manufacturer is never sure what is going to happen to him. Whereas, when an agreement is made the matter can be disposed of in regular way. Under such conditions the manufacturer knows exactly what he has to meet and when he has to meet it.
THE AMALGAMATED CLOTHING WORKERS OF AMERICA

Its “Representative Government”

Plans for “one big union” in the needle trades, with the Amalgamated Clothing Workers of America as the nucleus of the organization, were materially advanced at the fourth biennial convention of that body, held in Boston during the second week of May. The Amalgamated Textile Workers, with a membership variously estimated at between 30,000 and 50,000, will be taken into membership. The fraternal bonds already existing between the International Ladies’ Garment Workers’ Union, the Fur Workers’ Union, and the Cap Makers’ Union were strengthened. The policy of the Amalgamated in this matter is thus phrased in the last report of the general executive board:

“The Amalgamated Clothing Workers of America has always stood for one international organization for all the workers in what is commonly known as the needle trades. We are more firmly committed to this principle now than ever before, as the necessity of this type of unionism is becoming more compelling every day.

“The International Ladies’ Garment Workers’ Union has before it a proposition from its general executive board for the formation of an alliance or federation of all the organizations in the needle trades. That does not go as far as we wish. Our ideal is one organization for all branches of men’s and women’s wear in the same sense as the Amalgamated is one organization for the workers in all branches of men’s clothing.

“One International Organization”

“We do not, of course, presume to impose our views upon others. If the proposition for a federation of needle trades organizations means a step in the direction of our goal it is encouraging and to that extent a victory for the principle of one international organization.”

The “Amalgamated” in its present form and with its present strength of nearly 200,000 members, is a comparatively new organization, beginning in 1910 and 1912 with “outlaw” strikes of insurgent members of the United Garment Workers, an American Federation of Labor organization, and formally establishing itself in 1914. The “Amalgamated” has from the start been an industrial union, using the general strike to enforce its demands. One of its cardinal principles is collective bargaining through the establishment of a scheme “representative industrial government” which has already reached a high degree of development. As expressed in its official literature, the philosophy of this program is based on the theory that “the relations between employers and workers are not immutable”:

A Change of “Status”

“Throughout human history they have changed and passed through various stages from outright slave labor to the present wage system. Each historic change has raised the status of the workers to a higher level. The satisfaction or dissatisfaction with conditions by the workers has in each social stage had a direct relationship to the generally prevailing conditions in society. What was accepted as proper at an earlier period was rejected as improper at a later period. The steady advance of society as a whole is compelling the workers, consciously or unconsciously, to strive to raise their own status in the scheme of society. The wage workers are perhaps more dissatisfied with their relative conditions today than were the chattel slaves in their day. It is impossible to have political democracy, which is only a reflex of economic conditions, without stimulating among the workers the desire and demand of industrial democracy. In the light of the history of social progress it must be recognized that the present employer-employee relations are not final. There will be further changes until the workers’ hope of emancipation from the wage status is realized. Those changes may be opposed and forced into undesirable channels, or they may be allowed to flow naturally and freely along the path of peace, but they cannot be checked. Nor can they be prematurely forced into ripeness. The guiding of this development along the road of modern civilization is the immediate task of the industrial organization of the workers. Our responsibilities dictate to us the double mission of securing for ourselves democracy in industry while keeping the wheels of industry in uninterrupted motion.

Purpose of the Machinery

“When that industrial system is reached under which the workers are their own employers it will be the product of the same evolution that has sent previous social systems to the scrap heap and brought about the present one. It will not be the work of our industry alone or any other single industry. We are dealing with the realities of today and cannot evolve our own system. The concrete form in which we may give expression to the principle of representative government in industry is that arrangement which is generally known as collective bargaining. Under this arrangement the workers, for the first time, act with recognized rights in the management of the industry. The purpose of this arrangement for the workers is to afford them protection in their rights without the need of resorting to the strike for decision in each dispute. The purpose of this arrangement for the employers is to insure uninterrupted production while disputes are being adjudicated. This arrangement will serve no purpose unless proper machinery is provided to carry it out. Hence the trade boards and the impartial chairmen. The machinery will not function unless the chairmen and all who are associated with them in this industrial government have a sympathetic understanding of its purposes. Administered in a spirit of formalism and bureaucratic, the machinery will fail; conducted with a high social spirit, it will succeed.”
The Organization of the "Amalgamated"

The structure of the "Amalgamated" is simple. The unit of organization is the local union, which is sometimes a craft union, sometimes a racial union, and sometimes a combination of crafts or of both craft and race. In Rochester, for example, there are 9 locals, designated as follows: tailors and basters; pressers; Italian clothing workers; Lithuanian clothing workers; women's clothing workers; clothing cutters and trimmers; Polish coat tailors and operators; pants and vest workers; stock clerks, spencers, shippers, and label sewers.

In 14 cities, Boston, Montreal, Toronto, Cleveland, Buffalo, Milwaukee, Cincinnati, St. Paul and Minneapolis, Rochester, Baltimore, Philadelphia and Chicago, and in the state of Connecticut, the locals are drawn together to form a "joint board" representative of the interests of all the locals in the vicinity. At last reports 21 cities where there is but 1 local of the Amalgamated are without a joint board. In New York there are 3 joint boards, 1 representing the children clothing trades, 1 the shirt makers and a third representing 26 locals of all kinds. The Boston convention instructed the executive committee to consolidate these boards into a single body.

The general officers of the Amalgamated are elected by referendum vote of the members and are the general executive authority of the organization.

The "representative government" system had its beginning in 1911 in an agreement made at the Hart, Schaffner & Marx factories in Chicago. Baltimore in 1917 followed the general model thus established, New York, Montreal, Chicago, Rochester and Toronto in 1919, and Boston and Cleveland on January 1 and February 1, 1920, respectively. The scheme is as follows:

Details of the Plan

The employees in each shop or factory are represented by a shop chairman, elected by the employees from among their own members. The owners are represented in their dealings with the employees by the shop superintendent or foreman. These officials attempt to adjust differences and to maintain harmonious relations. Failing such adjustment, the shop chairman has recourse to a representative of the union, who, together with the labor manager, representing the manufacturer, again attempt to adjust. The next step in the process is the trade board consisting of an equal number of union and manufacturers' association representatives and possessing original jurisdiction over all matters arising under the joint agreement. In addition there is the joint board of the union consisting of representatives of local unions and presenting to the trade board matters involving all or large groups of members; and the board of labor managers, similarly constituted, presenting to the trade board matters involving the interests of all or of a group of manufacturers. The union representatives and the labor manager of a shop present individual shop or firm difficulties directly to the trade board.

Arbitration and Trade Boards

The arbitration board consists of 1 union representative, 1 representative of the manufacturers' association, and 1 impartial chairman, who is selected by agreement of the 2 joint boards and is paid in equal proportion by both sides. The arbitration board possesses final jurisdiction over all matters arising under the joint agreement, and has sole jurisdiction over matters affecting the entire market in which it is situated.

So far there are both arbitration boards and trade boards only in Chicago and Baltimore, but the plan calls for the ultimate establishment of a higher and lower tribunal in each center. There are arbitration boards in each center. In New York City the impartial tribunal or arbitration board also makes decisions in difficulties arising between contractors and manufacturers associations. In some of the centers committees on rates have been developed as permanent bodies under the trade boards. Where such a committee is not permanent it may be appointed by the trade board, consisting of an equal number of union and manufacturers' association members, plus the impartial chairmen of the trade board.

Besides developing this machinery of collective bargaining for the purposes above quoted, the "Amalgamated," in addition to seeking a shorter week and higher wages, is planning to develop further its educational work, and to establish a credit union or cooperative bank, and to lay the foundation for consumers' co-operatives.
LABOR: ORGANIZED AND UNORGANIZED

Farmer-Labor Conferences

The past months have witnessed a considerable number of joint conferences between trade unions and farmers' organizations. The Washington conference at the beginning of 1920 participated in by American Federation of Labor leaders, railway brotherhood heads, and representatives of organized farmers, was followed by the All-American Farmer-Labor Co-operative Congress at Chicago in February which had the direct purpose of bringing agricultural and labor organizations into closer relations.

Detroit

In January a conference of farmers and wage-earners at Detroit appointed a joint committee to make representations in Washington against the Cummins railway bill. Representatives of about 80 per cent of the organized farmers met with delegates of railroad brotherhoods, state federation of labor, international unions, and local labor bodies. It is reported that over 70 per cent of the voters in Michigan are members either of labor or of farmers' organizations. The purpose of the meeting, at which the relationship between wages and prices was discussed, was to bring about a closer interrelation of the various groups.

South Dakota

In South Dakota, the farmer-labor movement has taken political form. At a state convention of representatives of labor unions, the railway brotherhoods and the Non-Partisan League, a platform was adopted which substantially agrees with that of the National Labor Party. The chief national issue was announced to be "nationalization of public credits, utilities and resources," the chief state issue "preservation of law, order and civil rights." Nominations were made for a full congressional and state ticket for the next election. The nominee for senator is a cattle rancher; for governor, a farmer, while other nominations for Congress and for state offices are distributed among farmers and railway men.

Kansas

Kansas is another state in which a farmer-labor convention has been held to formulate a plan for electing men friendly to labor. At the end of March about 200 delegates from labor and farmers' organizations, including the railway brotherhoods, the Farmers' Union and the Non-Partisan League, met at Emporia to arrange for cooperation in a political program.

The Plumb Plan League

Its Actions and Purposes

The Plumb Plan League is a voluntary organization to promote the public acquisition of the transportation system of the United States and its operation under democratic control according to a plan submitted to Congress and known as the Plumb Plan. This plan has been formally adopted by 14 labor organizations contributing the great bulk of the membership of organized labor on the railroads of the United States. Other organizations and individuals may become members. The League was organized during the summer of 1919, when the subject of the return of the railroads to their owners came before Congress for settlement.

Conference for Democratic Control

Coincident with the organization of the Plumb Plan League, the Conference for the Democratic Control of the Railroads was constituted as a group of citizens definitely interested in the application of the principles of industrial administration suggested in the Plumb Plan. The Conference may be described as a voluntary organization or committee of publicists or men in public life who are interested in the administration of industry, but who do not feel sufficiently informed or committed formally to accept the definite scheme of industrial administration of the railroads known as the Plumb Plan. The Conference has no formal, paper organization, with elaborate machinery or organized financial support. It sprang into being primarily for the purpose of holding a conference of interested persons sometime in the fall of 1919. The calling of the Industrial Conference by the President to meet the first week in October, was considered as a sufficient reason for postponing the proposed meeting. The committee, nevertheless, has continued in an informal fashion. The Director of the Conference is Frederic C. Howe, formerly Commissioner of Immigration at the Port of New York. Mr. Howe is also on the paid staff of the Plumb Plan League as a lecturer and writer in its behalf, and has offices at the headquarters of the League. The members of the Conference are: Chief Justice Walter Clark of North Carolina, Dr. Felix Adler, Prof. E. W. Bemis, Capt. O. S. Beyer, Morris L. Cooke, former Governor E. P. Dunne, former Governor J. W. Folk, J. A. H. Hopkins, John Martin, Basil M. Manly, Frank P. Walsh.

Charter Members

The labor organizations which adopted the Plumb Plan and are charter members of the League include: the Brotherhood of Locomotive Engineers, the Brotherhood
of Locomotive Firemen and Enginemen, the Order of Railway Conductors, the Brotherhood of Railway Trainmen, the International Association of Machinists, the International Brotherhood of Blacksmiths and Helpers, the International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America, the Amalgamated Sheet Metal Workers' International Alliance, the International Brotherhood of Electrical Workers, the Brotherhood of Railway Carmen of America, the Brotherhood of Railway Clerks, Freight Handlers and Station Employees, the Switchmen's Union of North America, the Order of Railroad Telegraphers, and the United Brotherhood of Maintenance of Ways Employees and Railroad Shop Laborers.

The League has a subscribing membership placed at 250,000, each member paying $1 a year. In addition to this income, the League has a capital fund made up of the per capita contributions of 5 cents from the railroad labor organizations which are backing it. The League distributes literature outlining its purposes and seeking to form a public opinion favorable to the Plumb bill. Pamphlet No. 1, widely distributed, is entitled Labor's Plan for Government Ownership and Democracy in the Operation of the Railroads, and is largely based on state-

ments made by Glenn E. Plumb before the Interstate Commerce Committee of the Senate. Many articles on the Plumb Plan now appearing in trade union periodicals are directly inspired by the League.

The Machinists' Convention

For the first time since 1916, the International Association of Machinists will hold a convention at Rochester in September. During this 4-year period its membership has grown from 105,000 to over 350,000, and the number of lodges have increased from about 900 to 1,500. The Machinists' Monthly Journal states: "The complexion of our membership has changed materially since 1916. The railroads have been completely organized. We have gained a foothold in the textile industry. We have a splendid organization in the shipbuilding industry. In several localities the auto mechanics have organized under charters granted by our association, and this industry offers a wide field for development." Largely due to this expansion and change, one of the chief matters to come before the convention will be the revision of the constitution, and for this reason the local lodges have been urged to exercise great care in the choice of delegates.
EARNINGS: COST OF LIVING

Wage Increases in England, 1914–1919

Data collected by the British Ministry of Labour showing wage increases in various industries in Great Britain between July, 1914, and the end of February, 1920, show that skilled workers have profited much less from advances than the lower paid grades of labor in the same industries.¹ Skilled workers in industries where the same flat rate advance has been applied to all adults, secured increases amounting to 100 per cent, or sometimes less, of the pre-war rate, while others secured advances of as much as 170 to 180 per cent. The average estimated increases in weekly wages have ranged from 120 to 130 per cent. Substantial reductions in the length of the working week during the same period, hours now ranging from 44 to 48, instead of from 48 to 60 before the war, makes the percentage of increase in hourly rates substantially larger. Increases for special industries are as follows:

BUILDING TRADES

Computing increases on the basis of the relative numbers of men employed in different occupations of the building trades, the average increase in hourly rates was about 1s, or 155 per cent; in weekly wages (taking into account the reductions in working time) about 4s or 135 per cent. Laborers obtained 161 per cent advance as compared with 106 to 124 per cent for skilled men.

MINING AND QUARRYING

Up to the end of February the average increase for coal miners is estimated at about 120 to 125 per cent. Some of the higher-paid workers had secured less than 100 per cent advance, while some of the lower-paid grades secured considerably over 150 per cent. Workers in mines and quarries located in Cleveland, Durham, Lincolnshire, Cumberland and Ayrshire had obtained a greater percentage of increase than coal miners, although it is doubtful if the actual increase was so great, in view of the differences in pre-war earnings to which the percentages apply. For some other groups of mines and quarries increases were below those of coal miners.

ENGINEERING, SHIPBUILDING AND OTHER METAL TRADES

The general advance over pre-war rates in the engineering and shipbuilding industries amounted for men on time rates to 33s 6d a week, together with a bonus of 12½ per cent on total earnings; for men on piece rates to 26s 6d per week together with 10 per cent on pre-war piece prices and a bonus of 7½ per cent on total earnings. For skilled men on time rates the average increase appears to have been about 110 per cent, while for laborers it was about 180 per cent; and for semi-skilled workers the percentage ranges between those points. In many other metal trades the same general increases as in engineering and shipbuilding have been granted. In the heavy iron and steel trade increases ranging from 100 to 200 per cent over pre-war rates; in the South Wales tin-plate trade increases ranging from 115 per cent on earnings of over 130s per week up to 180 per cent on earnings of 20s to 30s per week have been granted. Minimum rates have been considerably raised in industries where trade boards have jurisdiction.

TEXTILE TRADES

Weekly wages for cotton workers up to the end of February were raised about 105 per cent above the pre-war level, and allowances have been granted to special classes of workers. Most classes of workers in the woollen industry have received a general “cost of living increase” of 125 per cent over pre-war rates, though male piece workers in the spinning and manufacturing sections received 100 per cent, female piece workers 100½ per cent, and there were other small variations. Some workers also received a 10 per cent increase on base rates. In March, 1919, when hours were reduced from 55½ to 48, a general advance of over 15 per cent on hourly and piece rates was also granted in order to maintain weekly wages at the same level. In other textile trades wages are also varied with the cost of living, and advances ranged from 110 to 125 per cent over pre-war time rates and from 100 to 105 per cent over pre-war piece rates.

CLOTHING TRADES

Wage rates for time workers in the shoe industry have increased about 87 to 93 per cent; for piece workers somewhat more. In the dressmaking and millinery trades varying increases have been granted. The minimum for women in the tailoring trade has been raised from 3½d to 8½d and for men from 6d to 1s 1d per hour.

TRANSPORT TRADES

In the traffic sections of the railway service most workers received a general increase of 38s per week. Increases corresponding to general advances in the engineering trades were paid to railroad shopmen. Dock laborers received advances of from 6s to 8s per day. For seamen and firemen rates advanced from £5 and £5 10s per month respectively to £11 10s and £12, with a special war-risk bonus of £3 per month under certain conditions. Carters, tramway-men and omnibus drivers secured a general advance of 34s per week over pre-war rates. In all transport trades a shorter week has been adopted without reduction of weekly wages.

AGRICULTURE

For ordinary male agricultural laborers it is estimated that the increase over 1914 rates is between 120 and 130

¹ British Labour Gazette, April, 1920.
per cent. As the length of the working day has been decreased and overtime is paid for extra hours, the actual increase is probably somewhat larger.

**Printing Trades**

Wages for printers, bookbinders and compositors have been generally increased from 40s to 46s a week, or 6s a week, between July, 1914, and the end of February, 1920.

**Union Wage Increases**

Recent increases in union wage rates for various crafts are reported by the American Federation of Labor as follows:

**Bakers:** In Yonkers, N. Y., a new agreement gives to union bakers a minimum weekly rate of $46 for foremen; $43 for second hands and $40 for bench men.

**Blacksmiths:** Two Buffalo companies have just signed an 8-hour agreement which gives a minimum rate of $1 an hour to mechanics, 75 cents to assistants and double time for Sundays and holidays.

**Firemen:** Stationary firemen in Cincinnati ice plants have secured a wage advance of 10 cents an hour, the present rate being 67½ cents.

**Hotel workers:** At Missoula, Mont., hotel workers have secured double time for Sundays and holidays and the 8-hour day.

**Metal workers:** A new rate of 50 cents an hour, 20 per cent advance over previous wages, has been secured by sheet metal workers at Louisville, Ky.

**Molders:** Following a strike, iron molders in Oklahoma City, Okla., have obtained a 20 per cent wage increase.

**Printers:** Los Angeles newspaper printers have secured a weekly bonus of $2. Present rates are $39 for day work and $42 for night work.

**Street car men:** In Cedar Rapids, Ia., an advance of 10 cents an hour has been granted to platform men of the local street car system. The minimum rate is 45 cents and the maximum 50 cents.

**Teamsters:** At Devils Lake, N. D., teamsters have secured wage increases of approximately 18 per cent.

Soft drinks drivers in Cincinnati have received wage increases ranging from $5 to $7 per week.

**Telephone girls:** Telephone girls employed over a stated period by the telephone company at Boston have secured wage increases. Supervisors will be paid $25 a week and operators $22.

**New Minimum Wage Decree in Massachusetts**

A minimum wage of not less than $15.25 a week has been decreed by the Division of Minimum Wage, Massachusetts Department of Labor and Industries, to apply to experienced female employees in the women's clothing industry. The decree, which becomes effective July 1, 1920, reads:

1. For experienced employees, not less than $15.25 a week.
2. For learners and apprentices who have reached the age of 18 years, not less than $12 a week.
3. For all others, not less than $10 a week.
4. An employee shall be deemed experienced who has reached the age of 18 years, and has been employed in the women's clothing industry for at least 1½ years.
5. For the purpose of computing experience, a year's work shall consist of not less than 35 weeks.
6. These rates are based on full-time work, by which is meant the full number of hours per week required by employers and permitted by the laws of the Commonwealth.
7. These recommendations shall take effect on or about July 1, 1920, and shall apply to all females then or thereafter employed.

A majority of the members of the Board found that the cost of living for a self-supporting girl in the occupation in Massachusetts under present conditions is $15.25 a week. The itemized budget favored by the employee members was $15.73; the budget favored by the other members of the Division was $15.25.

The determinations of the Board fixing $15.25 as the minimum wage were reached without a dissenting vote. This is now the highest minimum entered for any occupation in the State, representing an advance of 25 cents above the rate established for women in the men's clothing and raincoat occupation. As in the case of the men's clothing industry this is the second decree entered for the occupation. This decree will supersede that in effect since February 1, 1917, providing a minimum of $8.75 and special rates of $7 and $6 for apprentices and minors. The new rates represent an increase of about 70 per cent over the former ones, which is approximately the increase in the principal items of the working girl's budget since the findings of the former board.

**Minimum in Paper Box Shops**

The Division of Minimum Wage has provisionally approved the determination of the wage board established to recommend minimum rates of wages for women and girls employed in factories in this State manufacturing paper boxes.

The board recommends that the following rates of wages be established for female employees of ordinary ability, whether time or piece rate workers in the paper box occupation:

1. For experienced workers, not less than $15.50 per week.
2. For learners and apprentices who have reached the age of 16, not less than $11 per week.
3. For all others, not less than $9 per week.
4. An employee shall be deemed experienced who has had 9 months' employment in the paper box occupation.

The board further recommends that the decree become effective on or about July 1, 1920.

1 The paper box occupation includes the manufacture of both cut-up, folding, and corrugated boxes and applies to plants manufacturing boxes for their own products as well as establishments manufacturing for the trade.
The

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INDUSTRIAL NEWS IN BRIEF

The American Federation of Labor, in convention at Montreal last week, approved the non-partisan political program initiated by the executive council; opposed anti-strike and industrial court legislation; condemned the “secessionist” or outlaw strike movement; voted to begin a new organizing campaign in the steel industry; endorsed government ownership with democratic control of the railroads; adopted the report of the workday committee favoring the 6-hour day to insure steady employment; refused to pass a resolution calling for the recognition of Soviet Russia; and asked Congress to exclude all Japanese. The resolution favoring essentially the Plumb plan was opposed in a significant contest by the conservative leaders.

The annual debate of the American Institute of Bankers was held at Boston last week on the question, “Resolved: That the adoption of a scheme of industrial democracy, in which the worker has a voice and vote in the management of industry, is the best solution of the problem of industrial unrest.” The judges awarded victory to the negative. Among the problems discussed was the question of advancement for clerks.

A preliminary injunction has been granted by a New York court preventing certain of the labor unions concerned in the transportation controversy and certain ocean shipping companies from refusing or discriminating against shipments of lumber offered by the Burgess Bros., Inc. Judge Fawcett ruled that “Economic pressure, like threats of injury to business, has induced many competitors to join the unlawful combination which threatens injury to their business, but such circumstances do not relieve the yielding party from legal responsibility for his acts. Likewise, the fact that the fear of a strike may have alone induced the carriers in this case to grant the unions’ request that a crime be committed does not constitute a defense.”

The Bureau of Internal Revenue has announced that the child labor tax provision of the act of 1918 will remain in full force and effect pending a decision by the Supreme Court in the case of the Atherton Mills vs. Johnson. The law places a tax of 10 per cent on the annual profits of manufacturing establishments employing children between 14 and 16 for more than 8 hours a day.

Under the auspices of the International Labor Office a conference on the labor of seamen was opened at Genoa on June 18. Over 20 nations sent representatives. The United States was unofficially represented by Andrew Furuseth, president of the International Seamen’s Union.
MANAGEMENT OF PERSONNEL: METHODS PRACTICED AND PROPOSED

British Building Trade Guild

The experiment in cooperative industrial enterprise, inaugurated by the Building Trade Guild at Manchester, England, has resulted in the adoption of similar plans in the building trade and, according to the Canadian Labour Gazette, may finally result in the formation of a National Building Guild, composed of various unions working together under unique conditions. The Building Guild of Manchester is now under contract with the Housing Committee of the City Corporation to erect 1,000 houses in the suburb of Irlam. The municipality advances the money for the work, "while the unions in virtue of their labor monopoly in the building trades, will undertake to supply and control the labor required, including not only manual workers but technical and administrative workers as well."

Public Credits

The essential features of the experiment are that the city shall pay the cost of labor, plus 10 per cent. Labor is made the first charge upon this fund, regular payment being secured to the workers for the full week, irrespective of stoppages of work on account of weather or other causes. The additional 10 per cent is applied, first to make good any losses incurred by the full week system; second, to the purchase of plant, such as mortar mills, scaffolding, etc.; and third, to the cost of transport. Building materials are to be purchased by the City Council and supplied to the Guild as it was considered safer, at the present experimental stage that the unavoidable difficulties and risks of delay in getting materials should be dealt with by a public body. The Guild will be represented in all transactions by an executive committee as small as is consistent with its representative character, but comprising administrative and technical advisers; and the entire working force is to be subject to the direction and discipline of men in good union standing.

"All-Weather" Work

The full week or "all-weather" employment of building tradesmen, an important innovation in the building industry, is fully provided for in the scheme. According to the usual method, in the case of smaller dwellings, workers are employed on both the outside and the inside of the houses at the same time. When wet weather comes the outside men have to stop, thus losing both work and pay until the return of clear weather. According to the full-week or all-weather method, there is one staff for both inside and outside work. In fine weather the workers are all occupied in building the shells of houses, and in wet weather they are all turned onto inside work on shells that have already been erected. As a result of this there will be a large number of houses in various stages of completion at one time, and it is recognized that this will necessitate a correspondingly large working capital, which the city of Manchester is prepared to advance.

The Boston Plan

A somewhat similar plan has been prepared by the Building Trades Construction and Housing Council of Boston, to which are sent three delegates from each of the unions engaged in the industry in this vicinity. The program provides:

First, to take charge of construction for the prospective house builders, either individuals, city, state or groups; second, by the cooperation of the different crafts, to eliminate all overhead charges; third, by the furnishing of sufficient men, to reduce the time required for the completion of homes to the minimum period in keeping with the best possible workmanship. To finance the plan, a building fund through a cooperative scheme is proposed.

British Welfare Workers—Their Organization and Methods

Three important organizations of British industrial welfare workers have recently amalgamated under the title of the Welfare Workers’ Institute: the Central Association of Welfare Workers, founded in 1917, the Women’s Workers’ Institute, and the North Western Area Industrial Welfare Society. In English usage the welfare workers are often also the employment managers, and during the war the government insisted on adding them to the executive staffs of controlled factories. "This naturally," says a writer in The Bulletin of the Federation of British Industries, "gave a great impetus to the profession, but the supply of trained workers was not equal to the demand. . . . This new body of welfare workers, numbering about 1,000, as compared with a pre-war estimate of 80, naturally wished to form themselves into some sort of association."

The new organization has offices at 11 Adam Street, Adelphi, W. C., 2, London. Its officers are professional men and women representing such concerns as the Woolwich Arsenal, Debenhams, Peek Frean & Co., and so on. Local branches have been established in large industrial areas throughout the country and their representatives form the governing body of the Institute. A Bureau of Information and a monthly magazine, Welfare Work, keep the members in touch with each other and with professional developments.

Welfare work differs widely in British industrial establishments. In some it is a matter of clubs and canteens, in another "hiring and firing" in a third, education. A definition of welfare work published in The Bulletin above referred to is:

Welfare work is that part of the management of business or industrial enterprises which aims at securing the most favorable and acceptable conditions of work for each individual engaged therein. It regards the employees always as individual citizens banded together for the purposes of production rather than as merely one of the elements in production. It aims, not at interfering between organized labor and the employers in arriving at general agreements, as to wages and conditions of work in any trade, but at interpreting these agreements in terms of the individual in the administration of the daily routine of the factory. The basis of welfare work is the fact that employer and employed are co-producers, and

1 April 19, 1920.
that every effort should, therefore, be made in the direction of a better understanding between them. The function of the welfare worker is to advise the management on all matters connected with the employment, conditions of work, health and general well-being of the workers, and to act as the executive officer in carrying out such arrangements as may be decided upon.

Welfare work in England dates back to more than 20 years before the war when a few of the largest industrial concerns made "the experiment of introducing a special officer to study the human element in the factories mainly from the point of view of health, the provision of a good mid-day meal, and the care of the boys and girls employed." Two national conferences of welfare workers were held, in 1906 and 1913, and by 1917, as already noted, the first society was formed. Since the war the welfare movement has been widely extended:

"The cotton industry is a noteworthy example, and many large combines are now engaging welfare workers for each mill or group of mills. At first the welfare worker finds a great deal to do in the direction of promoting the health of the employees. Windows are intended for the admission of light and air, but these uses are often neglected in factories where artificial light is burned nearly all day and the windows are never opened. . . . The provision of a clean, airy and comfortable mess room or canteen, where a properly cooked hot meal can be obtained at a reasonable price, adds to the efficiency of the workers and appreciably shortens the absentee list. . . . All these things are the foundation of welfare work, and may be considered the department of the works housekeeper."

Recess Periods—Tests of Their Efficiency

Do short intervals of rest in industrial work lead to a fall or an increase of output? To answer this question in the light of exact knowledge, the United States Public Health Service made an investigation of recess periods, the results of which have just been published.1 "The introduction of recess periods in industrial work is still experimental and opinion is still divided as to their effects," says the report. "To some employers they appear wholly beneficial, to others negligible or even injurious. Even the workers themselves, chiefly through fear of losing piece rates, are sometimes opposed to their introduction. Undoubtedly the immediate effect of recesses on output is not the only criterion of their value; their general benefit in contributing to the comfort and good will of employees has been emphasized in recent publications." (For example, the report by the British

Ministry of Munitions, Health of Munition Workers Committee.)

The investigation covered, first, the effect of recesses upon the total output per day, and, second, the effect upon the hourly rates of output during the day. Experiments were carried on in an 8-hour plant and in a 10-hour plant. For various reasons the experiments in the 8-hour plant were more or less indeterminate.

These conclusions were reached:

"Varying results follow the introduction of 10-minute recesses in the middle of the morning and afternoon spells. With some workers the loss of time is not made good and output falls; with others the acceleration due to the recess exactly balances the loss of time, and output remains the same. In 12 out of 16 operations studied there was an average increase of production after the introduction of recesses. In operations having 2 periods of trial the gain in the second period was, on the average, 5 times greater than in the first. "Recesses usually lead to a rise in the rate of production in the hours immediately preceding the recess."

Holidays

Another example of the influence of rest on working capacity is seen in industrial plants after holidays. "It is well established that after the Sunday holiday, Monday is commonly a day of low capacity. . . The most scientific explanation advanced is lack of coordination on Monday due to the relaxation of Sunday. The Public Health Service attempted to measure the effect of consecutive holidays after the 5-day closing order of the Federal Fuel Administrator, January 18–22, 1918. The average daily output of 6 batteries of 2 men each, working on the production of transmission case rammeres, for the days immediately preceding and following the order was: January 14, 832; January 15, 850; January 17, 805; January 23, 828; January 24, 922; January 25, 925. This comment is offered: "January 23, the first day after the break, is, like Monday after the Sunday break, a day of low output. The benefit of the rest is not apparent till Tuesday. No wages were paid during the 5 days' closure, but since wages were on a time basis, the increase in output can not be attributed to speeding in order to make up lost pay. "In the second week there were 2 breaks, Sunday and Wednesday. The day following was in each case lower in output, but the second day after the break showed a rise. The average daily production during the week of the holiday showed a sensible gain."

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INDUSTRIAL HYGIENE, INSURANCE AND SAFETY

Notes on Industrial Hygiene

THE GLASS INDUSTRY

In spite of the practical elimination of the lead poisoning hazard in glass industry, the dust hazard, even in wet polishing, is still important. The statistical evidence on this question is discussed from the point of view of the life insurance company by Frederieck L. Hoffman, under the title The Mortality from Respiratory Diseases in the Glass Industry,1 and the recommendation is made for an investigation, “first to ascertain the facts, and then to apply the resulting conclusions for the purpose of bringing about a better state of things.”

According to the latest census of the 78,804 persons employed in the glass industry, 74,502 are wage-earners. Due to the elimination of certain hazards, and other causes, insurance rates for glass workers have been reduced in recent years, but relative to pulmonary tuberculosis, the diminishing mortality “has not been proportionately as large as the general progress in the prevention, treatment and control of the disease would seem to justify.”

INCREASING PRODUCTION

Surgery and Increased Production, by A. C. Burnham, attending surgeon, Volunteer Hospital, New York City, discusses the functions and duties of the industrial surgeon. In summary the author says:

1. The surgeon, in order to do his entire duty by the injured wage-earner, should consider not only the medical aspects of the patient but the economic aspects as well.
2. General production may be increased and economic loss decreased by the scientific application of modern surgical methods.
3. Every surgeon who is required to deal with the casualties of industry should be thoroughly informed upon the subject of vocational reeducation and should, by his advice to employer and employee, encourage this humanitarian movement to salvage the industrial cripple.

THE PSYCHIATRIST

The late Dr. E. E. Southard’s paper, The Modern Specialist in Unrest: A Place for the Psychiatrist in Industry, points out that “it is particularly in the grievances that come to the attention of the employment manager that the psychiatrist will find his work laid out. . . . The main thesis of the present communication is that a psychiatrist has a place in industry. I think that he will have a place in the routine of industrial management, not as a permanent staff member (save in the instances of very large firms and business systems) but as a consultant, at stated periods, relative to the matter of grievances, complaints and dissatisfactions,

1: Journal of Industrial Hygiene, May, 1920. All the papers noted in this article are published in this issue of the Journal.
THE FOREIGN LABOR MOVEMENT

Labor and Cost of Living in Argentina

Industrial unrest in Argentina, according to the United States Department of Commerce, springs from the same general sources as in other countries of the world. The main cause is the increased cost of living, but important contributory conditions are the development of trusts and the holding of large tracts of land by a few owners. The situation was complicated during the war by the labor shortage due to the decline of immigration from southern Europe.

In 1910 the excess of immigration over emigration was 194,057, while in 1916 and 1917 the net subtractions from population through emigration were 40,557 and 32,738, respectively. Normally there is a considerable movement of labor in both directions, as the seasonal character of the work in Argentina and the lack of organization of the labor market causes acute unemployment at some seasons of the year.

By 1918 there was a pronounced shortage of industrial labor, which gave the workers an advantageous position for bargaining. At the same time the rise in cost of living, amounting to a total of 60 per cent, provoked an unusual number of strikes. The increased cost of commodities is attributed largely to the fact that practically all luxuries and many necessities are imported, while Argentina itself produces only a few staples in large quantities. Of imported commodities, the wholesale price of cheese rose from 37 cents in 1914 to $1.47 in 1918, kerosene oil from 78 cents to $1.07 a gallon, and olive oil from 20 to 70 cents a quart. Although prices of home products are relatively low, they are beyond the means of the average laborer. Consumption of meat per capita has fallen off; yet the price in 1918 was only 11 cents a pound. The scarcity of fuel aggravates the situation.

As a means for relieving the acute conditions, Congress recently discussed the following relief plans:
1. To establish an open market in Buenos Aires.
2. To have the ovens in the Federal penitentiary work to full capacity and sell the surplus at cost price.
3. To revoke the tax on producers of food supplies.
4. To build houses for workingmen.
5. To establish a permanent tribunal to arbitrate in strikes.

The permanent cure, however, depends upon the ability of the Republic once more to import foreign goods and to vary its own products. "Specialization," the report concludes, "has resulted in large profits, has made money for the few and high prices for the masses."

Hours of Labor in Denmark—Recent Changes

Material shortening of the hours of labor in Denmark within the past year has resulted from legislation and from collective agreements between employers and employees. Among laws which influence the working schedule are the apprenticeship act, the bakery workers' act, the general factory act, and the recently enacted law prescribing the 8-hour day in continuous industry.

Statistics of the working hours of an identical group of 175,342 organized workers in 1918 and 1919 give striking evidence of these changes. While in 1918, 59,195 of this group were working 10 hours or over, and 68,352 9½ hours, in 1919 there were none working over 9 hours a day. It is noticeable that in 1919 the number working 9 hours exactly corresponds to the number working 10 hours or over in 1918; where only 16 per cent of the total workers were on a 9-hour day in 1918, in 1919 33 per cent were employed on this schedule. There were 11 times as many employed on an 8-hour day in 1919 as in 1918; and the 8,452 men working 8 hours in 1918 had more than doubled their number by 1919. The number working less than 8 hours remained unchanged.

South African Industrial Congress

Resolutions passed by a national conference of employers and employees, called by the South African government at the close of 1919, include:

1. The recognition by employers of employees' organizations.
2. The registration of voluntary industrial agreements, and their general application throughout the industry affected.
3. The establishment of joint boards; local, district and national.
4. The selection of joint board representatives to be entirely in the hands of the organizations concerned.
5. A legal minimum wage based on minimum standard of living.
7. A national housing plan.
8. The Saturday half-holiday.
9. Legislative limitation of profits on necessities of life.
10. The regulation of apprenticeship.

Labor Conditions in South Africa

The 48-hour week prevails extensively in South Africa in such occupations as those of boilermakers and shipbuilders, boot and shoe workers, bricklayers, plumbers, wagon and carriage makers, coopers, furniture workers, iron moulders, leather workers, motor mechanics. Printers work 42 hours per week on the night shift and 48 on the day shift.

Organization among the workers seems to be most advanced among railroad employees. The National Union of Railway and Harbor Servants comprises a membership of approximately 25,000 with 60 branches throughout the
union. Another large organization is the South African Mine Workers Union which at the beginning of 1919 had 12,000 members as against 9,000 in 1917 and 2,000 in 1916. The Amalgamated Society of Engineers includes approximately 5,000 members. Among organizations with more than 1,000 members at the beginning of 1919 may be mentioned the Amalgamated Society of Carpenters and Joiners, the Building Workers Industrial Union, the Municipal Employees of Johannesburg, the Public Servants' Union of South Africa, the South African Engineers' and Firemen's Association, the South African Reduction Workers' Association, the South African Society of Bank Officials, the South African Telephone and Telegraph Association, the South African Typographical Union, the Transvaal Shop Assistants', Warehousemen's and Clerk's Union, and the Underground Officials' Association of South Africa.

German Workers Accept Piece Rate Systems

A general return to piece rate methods of payment in Germany was forecast5 previous to the attempted coup d'état of last March which again threw the country into industrial confusion. The abolition of piecework after the revolution resulted in such a falling off of production that the workers themselves became alarmed for the future and recognized the necessity for payment by results in state-owned establishments. Vorwärts, the organ of the Social-Democratic Party, claimed that trade unions have never waged a fight against piecework as such, but against its abuses. It pointed out that the introduction of a graduated bonus system in Soviet Russia exercised an exceedingly favorable influence on production, the increase in some factories amounting to from 25 to 40 per cent within a short period.

Piecework in Railway Shops

A recommendation by the Minister of Labor for the strict observance of the 8-hour day and the reintroduction of piecework in the railway shops led to discussions between representatives of the government and of the railway men's union. While it was claimed that bad materials and methods were contributory causes of diminished output the general union of railway men declared in favor of a 3 months' test of the piecework system in selected establishments.

Diminished Output Necessitates Piecework

The same tendency has appeared in other industries. An award by the state arbitration board in Brunswick last autumn authorized an automobile factory to close its works as long as economical operation was endangered by the workers' refusal to perform suitable piecework. On their consent to a piece rate system the employees were to be reinstated and negotiations between the parties would determine whether team or individual piecework, or the bonus system should be adopted. In one establishment where decreased production threatened to eliminate profits, notice of dismissal was given all the employees, who thereupon declared their willingness to accept payment by results. In the Zeiss Optical Works at Jena, where the workers were at first disinclined to agree to piecework, they decided in its favor by a large majority when the second ballot was cast.

A Successful Task and Bonus System

In the government railway repair shops at Golm-Mark a piecework system increased production 100 per cent within a period of 4 months. A joint committee determined the number of hours necessary for a certain piece of work, on the basis of actual experience and average production. The difference between actual number of hours worked and the calculated number was shared between workers and employers. Each individual worker was paid according to output and capacity on a scale arranged between the management and the workers, newly employed workers being paid a share of the profits after 12 days' work with their gang. The standard number of hours was not reduced when the worker received higher wages. The employment of supervisors became unnecessary, as the members of the gang demanded the dismissal of any one who reduced their profit by loafing on the job.

High Labor Costs of Sheffield Cutlery

"The workmanship alone on a 2-bladed Sheffield penknife, which was sold at a shilling ($0.24) before the war, now costs 1s 7½d ($0.40)" according to United States consular reports from England. The cutlery trade is extremely prosperous and production is far behind orders. This makes it impossible for manufacturers to refuse the frequently renewed demands of labor. Weekly earnings average to run from £5 to £10 ($24.33 to $48.67), although a grinder, with 2 boys to assist him, can make £20 ($97.33) per week.

Over 1,000,000 workers were employed in privately owned Japanese factories at the end of 1919, according to an estimate of the Japan Times and Mail. In addition, there were approximately 200,000 employees in government factories and offices. Japanese shipping concerns had on their payrolls about 35,000 seamen.

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EDUCATION

New York Continuation Schools

Relation to the Unions

The cooperation of trade unions with educational authorities is a conspicuous feature in the compulsory continuation schools which will go into operation in New York State in September of this year. By 1925 it is expected that 350,000 children between 14 and 18 years of age will be enrolled for part-time work under the provisions of a bill passed at the last session of the New York Assembly.

This act provides that every city with 5,000 or more inhabitants shall establish part-time elective classes in home making, commercial work and industrial work. At least one-half the time will be devoted to elective work giving the younger children a chance to try the courses, and the remainder to intensive extension courses designed to assist the older groups as industrial or commercial workers. This law will affect thousands of children employed as apprentices or helpers in the large industries. Employers of minors between 14 and 18 years of age are required to report their employment, to permit their attendance at continuation school, and to discharge any minor failing to attend. Under similar penalties, parents are required to send their children to the part-time classes for not less than 4 hours a week.

While the executive authority over the continuation schools is vested in the local board of education, there is, in addition, an advisory board of 5 members from the local trades, industries and occupations. State aid is granted for the salaries of teachers in schools conforming to the provisions of the act.

Supported by Organized Labor

In accordance with the policy of organized labor, which seeks to bring technical education under the public school authorities, the Committee on Education of the New York State Federation of Labor, furthered the passage of this bill and, in fact, several recommendations of the committee are repeated in the provisions of the act. For instance, the Committee on Education proposed that before instruction is given in any trade, an educational survey should be made “as to opportunities and requirements in each trade, whether it is a seasonal occupation, is extra hazardous, subject to occupational diseases, number of people employed, and opportunities for positions and advancement.” The act provides in general terms that a survey shall be made “to ascertain the industrial, commercial, economic and social needs” of a locality prior to the establishment of a continuation school. Among the courses of study recommended are “history, civics, labor, health and compensation laws and economics.” The parallel subjects specifically mentioned in the act are “American history, the rights and obligations of citizenship, industrial history, economics, the essential features of the laws relating to the industries taught.”

Trade Unionists as Teachers

Members of trade unions are urged by the committee to apply for admission to classes for training vocational teachers for the continuation schools. It is held that the instructor should have “at least 5 years’ journeyman experience in his trade and prove to the satisfaction of the advisory committee that he is a competent and capable mechanic,” and that the advisory committee, which is empowered by the act to approve “the course of study, the appointment of instructors, equipment and examination of students should be composed of equal numbers of employers and members of unions from the trades taught.”

In order to promote this program, the New York State Federation of Labor has recommended “that all local unions appoint committees on education, and that these committees take the initiative and offer their training and experience to the local authorities, and show a willingness to cooperate with all others interested in educational problems and for the advancement and improvement of education generally.”

A number of such committees have already been organized and it has been proposed that regular apprentice agreements for each trade prescribe the relations between employers and trade unions with regard to apprenticeship in accordance with the following standardized form:

Agreement Between Master ——— Association and ——— Union Covering the Education of Apprentices

1. The parties to this agreement hereby pledge themselves to cooperate with the public school authorities to foster the education and vocational training of the apprentices in the ——— trade to the end that each apprentice shall become a thorough mechanic, with the requisite knowledge of the science and physics of the trade, instruction in mechanical drawing, the mathematics of the trade, the manipulation of tools, and the mechanical processes required for full mastery of the trade. Attention shall also be given to the study of civics, history of the industry, Americanization, and such other subjects as seem proper to develop the technical, moral, and patriotic standards that make for good citizenship and sturdy manhood.

2. Apprentices must have reached the age of 16 years and passed the eighth grade in school before entering the trade. Preference shall be given to boys who have attended ——— trade classes in the public vocational schools. Apprenticeship to cover a period of 4 years.

3. The ——— Employers’ Association agrees to allow apprentices 4 hours off each week with pay to attend a continuation school during the school term.

4. The ——— union will withhold membership in the
union from any apprentice failing to attend such continuation school.

5. Attendance shall be for the full term of 4 years. (Subject to approval of the school authorities for apprentices in their eighteenth, nineteenth, and twentieth years.)

6. The parties to this agreement shall each nominate 2 of their members as members of an advisory board to be approved by the Board of Education. This advisory board shall counsel and advise: (a) To employ competent teachers; (b) to provide proper courses of study; (c) to purchase or acquire sites and grounds and to purchase, lease, acquire, or construct, and to repair suitable shops or buildings and to properly equip the same; (d) to purchase necessary machinery, tools, apparatus, and supplies.

7. One of each of the representatives on the advisory board of the parties to this agreement, together with a representative of the teaching staff of the continuation school, shall constitute an examining board, whose duty it shall be to pass on the fitness of apprentices to continue in the trade.

8. Examination shall be held at the end of each 5-month period of the school term. Apprentices not showing progress consistent with the standards set by the school and the trade can be discharged as not having the qualifications necessary for competency in the trade. Additional attendance at an evening school can be recommended.

9. Apprentices completing the full 4 years' course shall receive a certificate signed by the presidents of the organizations, parties to this agreement, and the examining board, stating that the apprentice is competent to begin work as a journeyman.

10. Apprentices temporarily out of regular employment shall attend school not less than 20 hours per week.

_Demand for Trained Metal Superintendents_

The manufacture of 3,000,000 automobiles, the projected output for 1920, will permanently establish a strong demand for high grade steel and brass as well as other metals. This will entail, it was stated at the annual meeting of the Electric Furnace Association, a continuous increase in electrically produced steel and alloys. Since 1911 the number of electric steel-making furnaces has grown from 4 to 300, and a still greater advance is reported for non-ferrous metals. The demand for furnace operators has been proportionately increased and attention has been turned to the need of training metal superintendents and melters.

The metal superintendent who supervises the work of the melter in immediate charge of the furnace is responsible for several electric furnaces. He should have "a thorough knowledge of the metallurgy involved, a complete understanding of the design of the furnace, an adequate knowledge of the electric problems met by both the designer of the furnace and supplier of power, and a practical understanding of the power service situation and how the operation of the furnace affects the power company." The difficulties of obtaining competent men have been increased by the haphazard methods of training for electric furnace work as well as by its expanding volume.

While the universities offer technical courses in electrical engineering and metallurgy, they afford little opportunity for practical training in the use of the electric furnace. Both the needs of industry and the exceptional opportunities for advancement in this line have suggested the desirability of university extension work in commercial plants. Although a few universities might install the different types of electric furnaces for laboratory training, a more practical arrangement, in the opinion of men in the industry, would be for metallurgical students to work for some months in plants operating electric furnaces, and to receive credit in the university for such work.

**Commercial Education Survey**

In cooperation with vocational boards of states which have passed continuation school laws, the Federal Board of Vocational Education is carrying on a survey in 24 cities to ascertain the types of commercial positions held by boys and girls between 14 and 17 years of age, the purpose of which is to determine the kind of training which will be helpful and the lines of promotion open. The cities selected by the respective state boards directors of vocational education for this survey are: Syracuse, N. Y.; Springfield, Mass.; Huntington, W. Va.; Trenton and Elizabeth, N. J.; Detroit and Battle Creek, Mich.; Cincinnati, O.; Rockford and Galesburg, Ill.; Des Moines and Sioux City, Ia.; St. Louis and Kansas City, Mo.; Lincoln, Neb.; Tulsa, Okla.; Ogden, Utah; Missoula, Mont.; Phoenix, Ariz.; Portland and Salem, Ore.; Seattle, Wash.; Reno, Nev.; and Alberquerque, N. M.
INDUSTRIAL INFORMATION SERVICE

BOOKS, BULLETINS, REVIEWS

Studies in Industrial Fatigue, Physiology and Working Capacity—Comparison of an 8-Hour Plant and a 10-Hour Plant. Josephine Goldmark, Mary D. Hopkins, and Philip Sargent Florence, under the general direction of Frederic S. Lee. Public Health Bulletin No. 106. 1920. The investigation on which this report is based was begun in 1917 by the Public Health Service in conjunction with the Committee on Industrial Fatigue of the Council of National Defence. This report is the first findings of the investigation, which is still in progress.

It deals primarily with: "2 objective tests of working capacity among factory employees, working under normal factory conditions, namely, the variations in actual hourly output and the variations in hourly incidence of accidents in 2 factories working, respectively, under an 8-hour and a 10-hour schedule. The difference in work at these 2 plants is further illustrated by a study of time lost at each factory, as shown by direct observation and by records of power consumption. An examination of labor turnover by departments at both plants furnishes statistical evidence of the relation of physical environment to the stability of the labor force. A study of recesses shows their effect on production. A preliminary statement of extended researches into the phenomenon of rhythm in industrial work now being carried on by Dr. P. S. Florence and Dr. A. H. Ryan closes the report. The results of 2 laboratory methods of testing fatigue, the Ryan vascular skin reaction test and the Martin muscle test, will be fully reported in later publications."

The conclusions of the report are thus summarized by the investigators:

I. RELATIVE EFFICIENCY OF THE EIGHT-HOUR AND THE TEN-HOUR SYSTEMS AS IN OPERATION AT THE TWO PLANTS STUDIED

A comparison of the 8-hour and 10-hour systems leads to the conclusion that the 8-hour system is the more efficient. This is evidenced by—

1. Maintenance of output.—The day shift: The outstanding feature of the 8-hour system is steady maintenance of output. The outstanding feature of the 10-hour system is the decline of output.

2. Lost time.—Under the 8-hour system, work with almost full power begins and ends approximately on schedule, and lost time is reduced to a minimum. Under the 10-hour system, work ceases regularly before the end of the spell and lost time is frequent.

3. Stereotyped or restricted output.—Under the 8-hour system output varies more nearly according to individual capacity. Under the 10-hour system artificial limitation of output is widely prevalent.

4. Industrial accidents.—(a) In the absence of fatigue, accidents vary directly with speed of production owing to increased exposure to risk. (b) The breaking up of this regular variation by fatigue is indicated by—

(1) The rise of accidents with the fall of output. (2) The disproportionate rise of accidents with the rise of output and the lack of a proportionate fall of accidents with the fall of output in the final hours of the day. (c) The importance of fatigue in the causation of accidents is emphasized by the fact that the higher accident risk accompanies the deeper decline of working capacity:

(1) In the second spell as compared with the first. (2) In muscular work as compared with dexterous and machine work. (3) At the 10-hour plant as compared with the 8-hour plant. (d) The level of the accident rate varies with the inexperience of the workers.

II. GENERAL DATA

1. The night shift.—Under the 10-hour system a 12-hour night shift is the rule. The chief characteristics of the 12-hour night shift are the abrupt fall of output in the last two hours and the progressive slowing in rate of production during the night.

2. Labor turnover.—(a) Labor turnover is directly associated with distasteful working conditions, such as long hours, low wages, and undesirable working conditions. It is lowered by systematic effort to improve conditions and fit the workers to their jobs. (b) Turnover is highest among new employees.

3. The effects of rest.—(a) Recesses. (1) Effect on total daily production.—Varying results follow the introduction of 10-minute recesses in the middle of the morning and afternoon spells. With some workers the loss of time is not made good and output falls; with others the acceleration due to the recess exactly balances the loss of time and output remains the same. In 12 out of 16 operations studied there was an average increase of production after the introduction of recesses. In operations having two periods of trial the gain in the second period was, on the average, five times greater than in the first. (2) Effect on hourly rate of production—Recesses usually lead to a rise in the rate of production in the hours immediately following, as compared with the hours immediately preceding, the recess. (b) Effect of holidays.—Holidays cause an increase in output.

4. Rhythm in industry.—In certain machine operations, notably in lathe work, output is maintained at an even level, instead of falling in the final hours of work. This peculiarity may in large part be explained by the phenomenon of rhythm, to which lathe work is highly amenable.

INDUSTRIAL HYGIENE

Selected List of Publications of U. S. Public Health Service:


Methods for Field Study of Industrial Fatigue. P. Sargent Florence.

Physical Fatigue as a Factor in Increasing Susceptibility to Communicable Disease. Arthur B. Wright.


How Industrial Fatigue May Be Reduced. Report of Divisional Committee on Industrial Fatigue.


Trinitrotoluene Poisoning. Carl Voegtlin, C. W. Hooper, and J. M. Johnson.
Sickness Records for Industrial Establishments.

A Simple List System of Proportional Representation for the Election of Representative Bodies. Leaflet No. 8, American Proportional Representation League. Philadelphia, April, 1920. 8 pages. A set of directions designed, in part, for use in the elections of governing bodies of employees' organizations, labor unions, chambers of commerce, etc. This leaflet supplements Leaflet No. 7 in which proportional representation as applied to shop committees was advocated and explained.

Export Register. Published by the Federation of British Industries, London, England, 1920. The contents include a survey of the Federation, a description of its industrial grouping system, home organization and overseas organization; lists of its membership and committees; and an enumeration of 2,000 products; and between 80,000 and 100,000 separate entries of firms. The advertising section is confined to Federation members only.