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INDUSTRIAL COURT OF THE
CLOAK, SUIT, AND SKIRT
INDUSTRY OF NEW YORK CITY



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BULLETIN OF THE U. S. BUREAU OF LABOR STATISTICS.

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INDUSTRIAL COURT OF THE CLOAK, SUIT, AND SKIRT INDUSTRY OF NEW YORK CITY.¹

BY CHARLES H. WINSLOW.

INTRODUCTION AND SUMMARY.

In a previous report of this Bureau,² an exhaustive presentation was made of each and every feature of the protocol or treaty of peace, in the cloak, suit, and skirt industry.³ The present report deals with that feature of the protocol known as the industrial court of the industry, and officially termed the board of grievances. This court is the court of first appeals from decisions rendered by the clerks of the board who, in the first instance, endeavor to adjust all complaints, the court of final appeals being the board of arbitration.

Before this industrial court every disagreement of whatever nature is brought and, to a very considerable extent, settled. Its practical work more nearly represents the grand inquest of the people concerned than any other designation, because it not only represents an opportunity for appeal, in cases of a disagreement between the parties at interest, but possesses the power to resolve itself into a legislative body for the enactment of rules and regulations to cover aggravated cases that can not otherwise be disposed of. These rules and regulations then become the custom and common usages (or law) of the industry.

On May 21, 1913, the joint board of cloak makers' unions requested a conference with the Manufacturers' Protective Association for the purpose of discussing, among other matters, amendments to the existing agencies for the adjustment of grievances with specific reference to the board of grievances. The exact nature of the desired change can be seen from the following, proposition No. 15, submitted by the joint board of cloak makers' unions for the consideration of the joint conference:

15. The board of arbitration shall be increased by the addition of a sufficient number of representatives of the public, to be named in the manner provided in section 19 of the protocol. The manufacturers' association or the unions shall be at liberty to call upon any such representatives to render a decision in all cases where the board of grievances disagree. The decision shall be rendered within 48 hours after the submission of all evidence, and shall be final.

¹ The author wishes to acknowledge his indebtedness for valuable assistance on the part of Dr. Paul Abelson, chief clerk of the grievance board for the Manufacturers' Protective Association, and of Mr. George Wishnak, manager of the protocol division of the joint board of Cloak Makers' Unions, in bringing together the data to complete this study. Assistance of special value has been given by Mr. Boris Emmette in the analysis of the complaints which are the subject of this report.

² Bulletin 98, Bureau of Labor, 1912.

⁴ For the text of this protocol see Appendix A, p. 56.

After a consultation of the officers of the local unions with the officers of the International Ladies' Garment Workers' Union, the above-quoted proposition of the unions was voluntarily modified to the effect that, instead of providing for a number of representatives of the public to whom appeals could be taken in cases on which the board of grievances could not agree, one impartial arbitrator was to be selected for this purpose.

The joint board claimed that the unions do not receive justice from the board of grievances as at present constituted. The Manufacturers' Protective Association denied this charge, contending that the claim of the unions could easily be disproved "by an examination of the records of the board of grievances; that the system proposed by the unions would be destructive of the present system of arbitration and conciliation, and would practically put the control of the industry in the hands of a single outside person; that, in effect, it was substituting for methods of conciliation, a system of continuous arbitration, and that this, in the long run, would break down." A joint conference was arranged. This conference, unable to agree upon the proposed change, referred the matter to the board of arbitration.¹ In consequence of the vigorous agitation which had been carried on for months within the ranks of the unions, for the purpose of amending the machinery for the adjustment of grievances by the introduction of this so-called impartial person, the board of arbitration was appealed to by the joint board of the unions for its approval of such an agency. The board of arbitration, realizing the advantages of conciliation over arbitration, was unwilling to agree to this change without a study of the workings of the board of grievances.

The precise object of the present study was to reveal the nature and disposition of cases that were referred to the board of grievances for adjudication, and further to reveal the efficiency of this organization in fulfilling its primary functions, viz, administering justice in the industry, supervising the adjustment of grievances by the clerks, and adjusting aggravated cases upon which the clerks could not reach a decision. In addition, it was believed that such an inquiry would also disclose evidence as to whether the functions of the board of grievances were being exercised in a spirit of genuine cooperation.

This inquiry was made on the basis of an intensive study of (1) original cases and all correspondence relating thereto in possession of the unions and the association, (2) proceedings and minutes of the board of grievances and of the joint conferences for the period covering the entire existence of the board, and (3) supplementary information furnished by the men in charge of the administration of the machinery of the protocol, for the unions and the association. In

¹ The board of arbitration by a decision made on January 24, 1914, amended the rules by creating a committee on immediate action. This amendment is given in full in Appendix D, p. 73.

addition, procedure was studied through first-hand observations, by repeated attendance at the meetings of the board when cases were being adjusted and policies established.

The results of this inquiry can be summarized as follows:

(a) **SUCCESS OF THE BOARD IN SUPERVISING THE ADJUSTMENT OF GRIEVANCES BY ITS CLERKS.**—The success of the work of the board, in making the institution of clerks effective, can readily be seen from the percentage of cases adjudicated by the clerks to the total cases filed. Nearly ninety-eight per cent of the complaints filed were promptly adjusted by them.

(b) **CASES ADJUSTED BY THE BOARD; THEIR CLASSIFICATION AND DISPOSITION.**—Excluding 11 disciplinary cases (so called), in which the action of the board was of a purely perfunctory nature, 168 cases were referred to the board. Of this number, 159 were satisfactorily adjusted. The grievances complained of most frequently were: "Shop strike," "discrimination against individuals," "alleged wrongful discharge," "paying under agreed scale," "nonpayment for legal holidays," "dispute in price making," "nonprotocol conditions in shop," "claim for wages due," "interference with conduct of factory," "complaint against shop chairman." Of the 168 cases, 53, or 31.56 per cent, were compromised; 52, or 30.94 per cent, were dropped by mutual consent or withdrawn by the complainants; 32, or 19.04 per cent, were sustained in favor of the union; 22, or 13.10 per cent, were adjusted in favor of the association.

(c) **NUMBER AND NATURE OF THE CASES UPON WHICH THE BOARD COULD REACH NO DECISION.**—Considering issues involved rather than the number of complaints, in only 9 cases, or 5.36 per cent, did the board of grievances fail to reach a decision. The grievances involved in these cases were: "Shop strike," 3; "discrimination," 2; "irregular price settlement," 2; "shop lockout," 1; "nonpayment for holiday (Columbus Day)," 1.¹ Most of these cases involved either questions of protocol law or motives. The board has never deadlocked on questions of fact.

(d) **QUALITY OF THE LEGISLATIVE AND JUDICIAL WORK DONE BY THE BOARD.**—The success of collective bargaining naturally depends on the willingness and constant readiness of the respective parties to get together. Most of the adjudications of grievances are adjustments called for by the mutual interests of the parties, rather than for violations of the provisions of the protocol or lack of faith of the parties on either side. Thus the measure of the quality of the work of the board is to be found in the fact that 31.56 per cent of the 168 cases referred to the board were compromised. The group compromised is the largest single group according to method of disposition in the total number of cases adjusted. Specific illustrations, showing

¹There were 12 complaints involving this single issue.

the quality of the work, will be found in the section entitled "Comprehensiveness of the work of the board."

(c) UNIFORMITY OF APPLICATION OF ESTABLISHED PRINCIPLES IN THE ADJUDICATION OF CASES INVOLVING COMPLAINTS OF AN IDENTICAL NATURE.—There is no doubt that there has been a decided tendency to adhere steadfastly to established principles in the adjustment of complaints involving identical grievances. The testimony of the clerks who make the adjustments has been uniformly to the effect that in the daily performance of their duties they were guided by such principles. The records show the establishment of definite principles for the settlement of cases involving "the making of duplicates," "underscale payments," "payments for holidays," "disputes in settlement of prices," "changing piece price during the season," "question of out-of-town shops," and to a very considerable extent, "stoppages."

A study of the workings of the board of grievances necessarily involved a survey of all the cases that have arisen since the protocol came into force.

A total of 7,656 complaints were filed between April 15, 1911, the date of the creation of the board of grievances, and October 31, 1913. Of this total, 7,477, or 97.7 per cent, were adjusted by the clerks. The balance, 179, or 2.3 per cent, were handled by the board of grievances. Of the latter group, 159 were settled by the board. The remaining 20, the board being unable to agree to their settlement, were referred to the board of arbitration for final adjudication, though it would be erroneous to suppose that the board of grievances actually deadlocked on 20 issues. Among the 20 cases referred to the board of arbitration, 12 involved the same disputed point—the Columbus Day controversy. Thus, the board of grievances, if issues instead of numbers are to be considered, actually deadlocked in only 9 cases. This number is 5.36 per cent of the total number of cases (168) actually handled by the board of grievances and 0.1 per cent of the total number of cases that arose during the entire period of the existence of the protocol.

With reference to the disposition of the "deadlock" (no decision) cases over the entire period, it should be noted that while one-third of the deadlocks occurred in the first two-thirds of the period April 15, 1911, to December 31, 1912, the remaining two-thirds of the deadlocks occurred in the last third of the period, since January, 1913.

This fact was cited by the unions as their justification of the demand for a change in the constitution of the board of grievances. The causes of this apparently extraordinary uneven distribution of deadlock cases will be found in the special study of "No decision" cases below.

GENERAL WORKINGS OF THE PROTOCOL AS REGARDS GRIEVANCES.

In the accompanying chart is shown an outline of the workings of the protocol, so far as it relates to the handling of grievances.

A complaint originates with one of the parties to the agreement: The joint board of affiliated local unions of the International Ladies' Garment Workers' Union or the Cloak, Suit, and Skirt Manufacturers' Protective Association. The individual worker or manufacturer presents his complaint to the proper officer of his organization, who files copies of the formal complaint with the manager of the protocol division, for the unions, and the manager of the labor department, for the association, respectively. These two officials serve in a dual capacity—as managers of the departments mentioned and as clerks of the board of grievances.

Each complaint filed with these officials is assigned by them to two deputy clerks, one representing the union and one representing the manufacturers' association. The deputy clerks conduct an investigation on the premises. If an agreement is reached, the proper disposition is recorded. Approximately 90 per cent of all the cases terminate in a settlement by this method.

In case of disagreement following the investigation by the deputy clerks, the clerks of the board of grievances themselves take up the complaint and conduct a reinvestigation. When this reinvestigation results in a settlement satisfactory to both sides, a record is made. Approximately 8 per cent of the total number of cases are adjusted by the clerks.

In case of disagreement following the reinvestigation by the clerks, the complaint goes automatically before the board of grievances. About 2 per cent of the total number of cases reach the board of grievances.

The board of grievances, if necessary, reinvestigates and conducts a trial. The records show that it succeeds in adjusting about 90 per cent of the cases that are referred to it.

Only one-tenth of 1 per cent of the grand total number of cases that have arisen were referred for final adjudication to the board of arbitration, the supreme court of the trade.

BOARD OF GRIEVANCES AND ITS WORK AS AN INDUSTRIAL COURT.**PLAN AND SCOPE OF WORK.**

The board of grievances (originally the committee on grievances) is essentially a trade court, and since it is composed of an equal number of members representing each side, occasions may arise in which the court may be equally divided, and thus fail of a decision. To forestall such deadlocks, and also to provide for a tribunal to pass upon disputed questions of interpretation of the provisions of the protocol,

and the more general and important controversies between the parties to it, a board of arbitration was created. The board of arbitration consists of one nominee of the manufacturers, one nominee of the unions, and one representative of the public.

The grievance committee established by the protocol was largely an experiment. The provisions of the protocol were very meager on the question of the jurisdiction of the committee, and wholly failed to provide proper rules for its procedure. The grievance committee thus had to evolve its own methods in the light of its experience and the exigencies of the situation as they arose from time to time. A few months after the organization of the committee it was found necessary to increase the number of its members and to adopt certain rules for the orderly hearing and disposition of complaints. Finally, it was attempted to formulate a complete and comprehensive set of rules of procedure for the committee, and, in that attempt, certain differences of opinion developed between counsel for the two sides. It was therefore agreed that these differences be submitted to the board of arbitration to the end that definite rules and plans of procedure be established.

The representatives of the parties to the protocol met to consider this subject and agreed upon a large number of proposed rules, among others increasing the number of members of the committee to 10, five representing each side, and changing its name to "board of grievances." The points upon which the parties failed to agree were submitted to the board of arbitration for settlement.

One of the differences arose over a provision, urged by the unions, which would in effect authorize the representatives of the unions upon the board of grievances or other persons designated by them, to inspect shops, even where no formal complaint had been lodged against the employer, in order to ascertain whether the provisions of the protocol were being lived up to in such shops, and also in order to afford the unions an opportunity to investigate informal complaints, so as to determine whether they should be brought before the board of grievances. It was urged on behalf of the unions that in the absence of such a provision, complete justice could not be done the employees for the reason that many of them would fail to present grievances, even if they were thoroughly justified, for fear of being disciplined by the employer; and that, on the other hand, a preliminary investigation on the part of the unions would obviate the necessity of bringing before the board of grievances complaints of a trivial nature. The manufacturers' association objected on the ground that frequent and arbitrary visits of union representatives might stimulate fancied grievances, disturb shop routine, and cause friction between the employers and employees. The board of arbitra-

tion, recognizing the strength of the arguments on both sides, settled the matter by the adoption of the following rule:

The clerks shall hold office for one year or until their successors are elected. Each clerk shall appoint as many deputy clerks as shall be required for the expeditious transaction of the business of the board.

Upon the written request of any member of the board of grievances a committee of two, consisting of members of the board or of clerks or of deputy clerks, shall visit any shop for the purpose of ascertaining whether the provisions of the protocol are being observed, and report on the conditions of such shop to the board.

This provision to be adopted as Section IV of the rules and plan of procedure of the board of grievances.

Another difference arose over the methods of securing speedy action on the part of the board of grievances and effective execution of its decrees. The board of arbitration settled this difference by the adoption of Sections XVII, XVIII, and XIX of the rules and plans of procedure of the board of grievances.

As finally adopted the rules and plan of procedure of the board of grievances are as follows:

RULES AND PLAN OF PROCEDURE ADOPTED BY THE BOARD OF GRIEVANCES.

For brevity, the manufacturers' association is herein referred to as the "manufacturers," the local unions and joint board are referred to as the "unions," and where both parties are meant they are referred to as the "parties."

THE BOARD OF GRIEVANCES.

I. Immediately upon the adoption of these rules and plan of procedure, the members of the grievance committee, appointed pursuant to the protocol of peace, shall constitute themselves into a board, and shall thereafter be known as "The Board of Grievances."

Hereafter in these rules it will be referred to as the "board."

II. The board shall immediately elect two chairmen, one from each side, who shall preside alternately for two weeks.

TERM OF OFFICE.

III. These officers shall hold office for one year, or until their successors are elected.

OFFICE OF CLERKS.

IV. The clerks shall hold office for one year or until their successors are elected. Each clerk shall appoint as many deputy clerks as shall be required for the expeditious transaction of the business of the board.

Upon the written request of any member of the board of grievances a committee of two, consisting of members of the board or of clerks or of deputy clerks, one representing each side, shall visit any shop for the purpose of ascertaining whether the provisions of the protocol are being observed, and report on the conditions of such shop to the board.

V. A chairman shall preside at all meetings.

QUORUM.

VI. The board shall consist of five members from each side. Three members from each party (the manufacturers and the unions) shall constitute a quorum of the board.

REGULAR MEETINGS.

VII. The board shall meet regularly at designated and appointed times and place once a week. Meetings may be postponed by mutual consent, and records of such postponement shall be recorded on the minutes.

SPECIAL MEETINGS.

VIII. Special meetings of the board shall be called only in case of emergency, or where prompt or immediate action is necessary, and may be called by the chairman of either side.

CALENDAR.

IX. The board shall have a regular calendar at each regular meeting. The clerks shall prepare a calendar of cases to be disposed of, and such cases shall be disposed of in regular order, unless special rules be made by the board.

ORDER OF TRIAL.

X. Cases shall be placed upon the calendar in the order in which they are received, i. e., in the order of the date of the filing of the complaints.

TRIALS AND HEARINGS.

XI. No case shall be taken up by the board until a complaint is filed in writing. As soon as a complaint is filed the clerks or their deputies shall make every effort to adjust the controversies. If the clerks agree, their decision shall be binding on both parties, but either party has the right to appeal to the board if dissatisfied with the decision of the clerks. If the clerks fail to agree on a verdict, the complaint, together with the reports of the clerks, setting forth their findings as to the facts, shall be presented at the next meeting of the board. If the reports of the clerks agree, the board shall then dispose of the matter. If issues are raised by the two reports, the case shall be placed upon the calendar for trial, and the issues shall be the issues thus raised by the reports of the clerks. At the time of trial both sides shall be heard and both parties shall offer their proofs, and the board shall receive and consider them. The board shall refer disputed questions of fact to any subcommittees of the board, equally constituted from both parties, who shall report their decisions in writing to the board. If both parties agree, the decision shall be final; but in case any question of principle is involved in the decision, the party deeming itself aggrieved may take an appeal to the board of grievances, which appeal shall be heard by the board of grievances as any other matter presented to them.

DECISIONS.

XII. A majority vote shall be necessary to a decision. Both sides shall have an equal number of votes. In the event of a failure to arrive at such decision, the issues undecided shall be immediately framed and presented to the board of arbitration, as hereinafter provided.

ORDERS AND ENTRIES OF DECISIONS.

XIII. All decisions of the board shall be reduced to writing, and orders thereon shall be entered by the clerks.

The filing of an order with the clerks shall constitute notice to each party.

DUPLICATE RECORDS.

XIV. All records of the board shall be kept in duplicate by the clerks, one to be filed with the manufacturers and one to be filed with the unions.

SANITARY MATTERS.

XV. The board will not consider any grievances relating to sanitary conditions. These should be addressed to the board of sanitary control.

WRONGFUL DISCHARGE OF EMPLOYEES OR DISCRIMINATION.

XVI. If the grievance arises because of the wrongful discharge of an employee or because of discrimination on the part of the employer, the finding of the board in favor of the employee shall entitle him to back pay in full during the period of his unemployment, pending hearing and determination of the grievance.

SHOP STRIKE, LOCKOUT, OR GENERAL REFUSAL TO WORK.

XVII. If a grievance arises because of the general stoppage of work of a shop or department of a shop, either by direction of the employer or because of or by the concurrent action of the employees, upon complaint received the clerks or their deputies shall immediately proceed to the shop or department where the trouble occurs. If the employer is responsible for the stoppage, he shall, upon the demand of the clerks or their deputies, immediately recall all his employees pending the adjustment by the board of any grievance he may have, and he shall thereupon frame and present his grievance. If the employees are responsible for the stoppage, notice shall be immediately given to them to return to work pending adjustment of the grievance by the board, and the chairman of the price committee shall immediately direct them to return to work.

VIOLATION OF SECTION XVII OF THE PEACE PROTOCOL.

XVIII. A violation of the provisions of Section XVII of these rules or of Section 17 of the protocol by either employer or employee shall constitute a grievance to be presented to the board of grievances. If, after hearing, the board finds the defendant guilty, the order of the board shall be made the basis of prompt discipline in the association or the unions, as the case may be. Such discipline shall consist of a suitable fine or expulsion. The action so taken shall forthwith be reported in writing to the board of grievances.

All names of candidates for membership in the association shall be submitted by the latter to the unions before the admission of such candidates in order to afford such unions an opportunity to acquaint the association with the records of such candidates in respect to the conditions of their factories and their treatment of employees.

POSTING OF THESE NOTICES.

XIX. Copies of the three preceding paragraphs and of Section 17 of the protocol in English and translations thereof in Italian and Yiddish shall be posted in every shop of the manufacturers and in all the meeting rooms of the unions immediately upon the adoption of this plan.

MATTERS FOR THE BOARD OF ARBITRATION.

XX. (a) If the board of grievances shall find, after the hearing of any case before it, that it can not arrive at a decision in accordance with the rules herein provided, it shall immediately request the board of arbitration to convene and hear the case. Wherever practicable it shall reduce the issue to an agreed statement of facts or prepare and submit for decision specified questions. So far as practicable it shall relieve the board of arbitration of the necessity of taking testimony upon the disputed questions of fact.

GENERAL ABUSES OR GRIEVANCES.

(b) If the board of grievances shall find any general grievance or abuse which either party has failed, after due opportunity, to correct, or if either party fails adequately to discipline members found guilty by the board of grievances, such matters may be presented by the party aggrieved to the board of arbitration for redress, either through its counsel or through its officers, and the hearings thereon shall be public.

CONFERENCE OF BOTH PARTIES CALLED BY THE BOARD OF GRIEVANCES.

XXI. Whenever, in the opinion of the board of grievances, a general situation arises requiring adjustment by both organizations, or revision or amendments of the protocol, it shall call a conference of both organizations by duly authorized representatives to consider and discuss such matters. If such conference fails to agree, the situation shall be presented to the board of arbitration for adjustment, pursuant to the terms of the protocol.

VIOLATIONS OF THESE RULES.

XXII. Failure to observe any of the provisions of this plan and rules shall constitute a grievance to be tried before the board.

COMPLAINT TO THE BOARD OF ARBITRATION.

XXIII. Failure to respond in due course to any notice given by the clerks shall constitute a grievance to be tried before this board. Repeated violations shall be the basis of complaint to the board of arbitration.

FAILURE TO COMPLY WITH ORDERS OF THIS BOARD.

XXIV. Failure to comply with any decision or order of the board shall constitute a grievance against the party to be presented to the board of arbitration.

NEGLECT OF DUTY ON THE PART OF MEMBERS OF THE BOARD.

XXV. Neglect of duty on the part of any member on the board shall be a grievance to be presented to the board of arbitration.

DISQUALIFICATION OF MEMBERS.

XXVI. No member of the board interested in a case shall sit in review thereof.

FAILURE TO ATTEND MEETING OR REFUSAL TO VOTE.

XXVII. Any member of the board failing to attend a meeting of the board or refusing to vote in a case heard by him, shall furnish such explanation, or, in case it shall be deemed inadequate by either party, the matter may be presented to the board of arbitration by the aggrieved party, either through its counsel or through its officers.

APPEALS.

XXVIII. Either party deeming itself aggrieved may appeal to the board of arbitration from any order or decision made by the board of grievances upon giving notice thereof to the clerks within 30 days after the service of a copy of such order or decision.

ORDER OF BUSINESS.

XXIX. Until further revised, the order of business of the board shall be as follows:

1. Report of clerks on adjusted matters.
2. New complaints.
3. Old complaints adjourned for answer.
4. Trials of issue presented.
5. Matters for the board of arbitration.
6. Matters for conference.

MACHINERY OF THE BOARD.

On the side of the unions, the machinery of the board of grievances consists of five members and a clerk, named by the joint board of the cloak and skirt makers' unions. The investigating force of deputy clerks of the board of grievances on the union side are not elected by the joint board; they are chosen for six months by a general election of the entire membership of the unions.

The scheme is as follows: Each of the local unions nominates candidates. These candidates are subjected to an examination by a committee of the joint board. An eligible list is prepared on which the applicants are rated "a," "b," "c," and "d," according to their ability and experience. A general ballot with the names arranged under their respective ratings is then prepared, from which the members of the unions voting in different halls, arranged according to convenient localities, select 30 business agents for the entire trade.

The joint board of the cloak and skirt makers' unions selects from these 30 business agents a corps of 4 or 5 who, with a district manager chosen from among the staff of elected business agents, constitute the clerk and deputy clerks of the board of grievances representing the unions. Sometimes this district manager or clerk is designated by the joint board, although he was not elected by the union.

On the side of the manufacturers' association, the machinery of the board of grievances consists of five members and a clerk chosen by the executive board of the association. The investigating force of five deputy clerks is appointed by the clerk.

The records of the board of grievances are technically kept by two clerks, one representing the unions and one the association. In practice the clerk of the association acts as secretary of the board of grievances. He prepares the calendar for the board of grievances, and his minutes are submitted for acceptance to the secretary representing the unions.

The calendar of the board of grievances consists of the following:

1. Reports of clerks on adjusted matter.
 - 1a. Cases off the calendar for lack of jurisdiction.
2. New complaints investigated by clerks to be acted upon by the board of grievances. (Cases of disagreement.)
3. Old complaints adjourned for answer. (Cases laid over or cases assigned to a special committee.)
4. Reports of disciplinary actions by respective organizations.
5. Cases uninvestigated or in process of investigation.

Each shop represents a unit in the unions. The employees of the shop elect the shop chairman and the price committee. In cases under investigation representatives of the unions may enter the shop for purposes of investigation only when accompanied by a member of the association staff of investigators.

METHOD OF PROCEDURE IN ADJUSTING DISPUTES.

When the workmen in a shop formulate a grievance against the employer, the elected representative of the men in the shop, known as the shop chairman, presents this grievance to the firm or its representative in charge of the factory. In many cases the dispute is adjusted then and there.

Sometimes the firm fails to meet the demand of the employees as voiced by the shop chairman, claiming that the action complained of does not constitute a violation of the protocol or the rules of the board of grievances, or the men may feel that in seeking redress for this particular grievance they wish to have the support of their unions in the contention. In such situations the men inform the unions of their grievance. A complaint is then filed in the office of the manufacturers' association, stating the grievance in specific terms.

When this complaint appears to be a definitely established point on which the board of grievances has already ruled, the manufacturer is informed by letter by the office of the manufacturers' association that the complaint filed by the unions is well founded, and the firm is instructed to comply with the decision of the board of grievances which covers this particular case.

When the complaint is not based on the claim of a definite or established rule, but involves a dispute of facts or an interpretation of the same, then a representative of the association and a representative of the unions, acting in the capacity of clerks or deputy clerks of the grievance board, as the case may be, call upon the firm and present the grievance as it is formulated in the written complaint.

A similar procedure is followed in case a manufacturer finds that the men refuse to do certain things because they claim that they are within their rights to refuse the request of the manufacturer. In this case he files a complaint with the association. The association, in turn, files a complaint with the unions. It is understood, of course, that this procedure is not necessary in the case of a dispute between the manufacturer and an individual workman. The right of discharge is restricted only by the right of the workman to file a grievance if he thinks he was unjustly discriminated against. Such matter may become a subject for investigation and adjustment.

After complaints are filed a docket is prepared in which the cases are numbered and analyzed. By mutual agreement cases of pressing importance are taken up first, but a charge of "stoppage of work" or "lockout" takes precedence. Next in order of importance are cases where delays would entail a monetary loss to the manufacturer.

When the representatives of the unions and of the association take up this matter with the firm they act in a threefold capacity—first,

as representatives of the board of grievances they expound its rules and regulations; second, as representatives, respectively, of employer and employee they voice the position of the respective sides on the question in dispute; third, they act in the capacity of mediators, their underlying motive being to adjust the difficulty in this particular case and, at the same time, to establish a permanent feeling of peace and harmony, on the basis of the protocol, in that particular shop.

At the time the clerks take up this matter with the firm the shop chairman, or representative of the men in the shop, is present, and sometimes also the committee which negotiates prices on piecework. The firm and the men present their respective sides of the question to the representatives of the grievance board.

It is a standing rule of the board of grievances that, at the time of the investigation, all facts, either directly or indirectly relevant to the dispute, must be presented. If necessary, an investigation of the shop can be made to ascertain the facts, and employees and the representatives of the firm may be called upon to testify.

On the basis of the facts thus brought out the clerks then and there render a decision either in favor of the firm or in favor of the union, or the matter is adjusted by mutual agreement. In some cases the dispute is dropped entirely.

These decisions are made a matter of record, in duplicate form, with a short abstract of the facts developed at the time of the investigation.

In accordance with the rules of the board of grievances, all cases adjudicated in the above manner are reported to the board of grievances as "adjusted cases." By mutual consent of the members of the board of grievances any one of these cases may be reopened.

In cases where the representatives of the board of grievances fail to agree on a decision immediately, they defer the decision pending an informal discussion concerning the merits of the case and the principles involved and render a decision subsequently. If, after further consideration, the representatives of the board of grievances still fail to agree on a decision, the matter is referred to the board of grievances for action and decision.

When such cases are referred to the board of grievances a joint report of the established facts is made, together with written statements by the respective sides of the reasons for the disagreement. The case is then discussed by the members of the board of grievances, and, after argument, a decision is rendered, or the board of grievances refers the case for further investigation to the clerks of the grievance board or to a special committee designated for the purpose. In such instances special reports on the disposition of the case, if an adjustment is reached, are made to the board of grievances at the next session.

APPEALS FROM DECISIONS OF THE BOARD.

Section 14 of the protocol provides for the establishment of a board of arbitration to serve as a final court of appeal. The section reads as follows:

The parties hereby establish a board of arbitration, to consist of three members, composed of one nominee of the manufacturers, one nominee of the unions, and one representative of the public, the latter to be named by Meyer London, esq., and Julius Henry Cohen, esq., and, in the event of their inability to agree, by Louis Marshall, esq.

To such board shall be submitted any differences hereafter arising between the parties hereto or between any of the members of the manufacturers and any of the members of the unions, and the decision of such board of arbitration shall be accepted as final and conclusive between the parties to such controversy.

Pursuant to the above the following were appointed as members of the board of arbitration: Louis D. Brandeis, of Boston, Mass., as representing the public; Hamilton Holt, of New York City, representing the Manufacturers' Protective Association, and Morris Hillquit,¹ of New York City, representing the Cloak and Skirt Makers' Unions.²

LEGISLATIVE FUNCTIONS OF THE BOARD.

While the board of grievances is the industrial court of the trade, its function is not simply to conciliate and adjudicate; it also legislates. This function of the board is performed in two ways: (a) Indirectly, by establishing definite rulings with reference to specific problems, and (b) directly, by resolving itself into a joint conference.

MEETINGS OF THE BOARD.

According to Sections VII and VIII of the rules of procedure, the meetings of the board of grievances are regulated as follows:

VII. The board shall meet regularly at designated and appointed times and places once a week. Meetings may be postponed by mutual consent, and records of such postponement shall be recorded on the minutes.

VIII. Special meetings of the board shall be called only in case of emergency, or where prompt or immediate action is necessary, and may be called by the chairman of either side.

Prior to the month of November, 1912, the board of grievances met at irregular intervals. The chief clerks of either side, whenever a contingency arose, could demand that the board of grievances convene immediately. In cases of emergency involving serious complaints the board could be called together within 24 or 48 hours.

¹ In the spring of 1913 Dr. Walter E. Weyl was appointed in place of Morris Hillquit.

² Bulletin 98 of the Bureau of Labor, p. 251. In February, 1913, Dr. Henry Moskowitz was, by agreement of the two parties to the protocol, designated as clerk of the board of arbitration.

From April 15, 1911, to October 31, 1913, the board of grievances held 40 sessions. On November 11, 1912, Rule VII of the plans of procedure of the board of grievances was amended as follows:

The board shall meet regularly the first Tuesday after the first Monday of the month. The board may at such meetings resolve itself into a conference.¹

Notwithstanding the adoption of this rule, the meetings of the board continue to be irregular to this very date. Following the meeting of September 28, 1913, the board had no session for over two months. Apparently, there really is no necessity for meetings at regular intervals.²

GENERAL DISPOSITION OF CASES.

As has already been stated, the great bulk of the cases brought before the board of grievances were adjusted by the clerks or their deputies, this being the simplest manner of settlement possible with the machinery of the board. About 2 per cent of the cases were adjusted by the board acting as a body. The board was unable to agree as to the disposition of only 20 cases, involving in reality only 9 issues. The number and per cent of cases adjusted by the clerks, the board of grievances, and the board of arbitration are shown in the following table:

MEANS OF ADJUSTMENT OF GRIEVANCES, APR. 15, 1911, TO OCT. 31, 1913.

Means of adjustment.	Number.	Per cent.
By clerks and deputy clerks.....	7,477	97.7
By board of grievances.....	159	2.1
By board of arbitration.....	20	0.3
Total.....	7,656	100.0

¹ Twelve "nonpayment for legal holiday" complaints—the Columbus Day controversy—were filed on the same date and involved the same issue. Thus, actually, only 9 cases, or 0.1 per cent of the total, were referred to the board of arbitration.

SEASONAL FLUCTUATIONS IN THE NUMBER OF COMPLAINTS FILED.

The table following shows the cases handled by the clerks and by the board of grievances from April 15, 1911, to October 31, 1913, the former cases being presented by months and by six-month periods and the latter by dates of meeting of the board and by six-month periods. The average number of cases attended to per month is also shown for each period.

¹ Minutes, board of grievances, Nov. 11, 1912, p. 185.

² Idem, Dec. 4, 1913, pp. 4-8, 55-58.

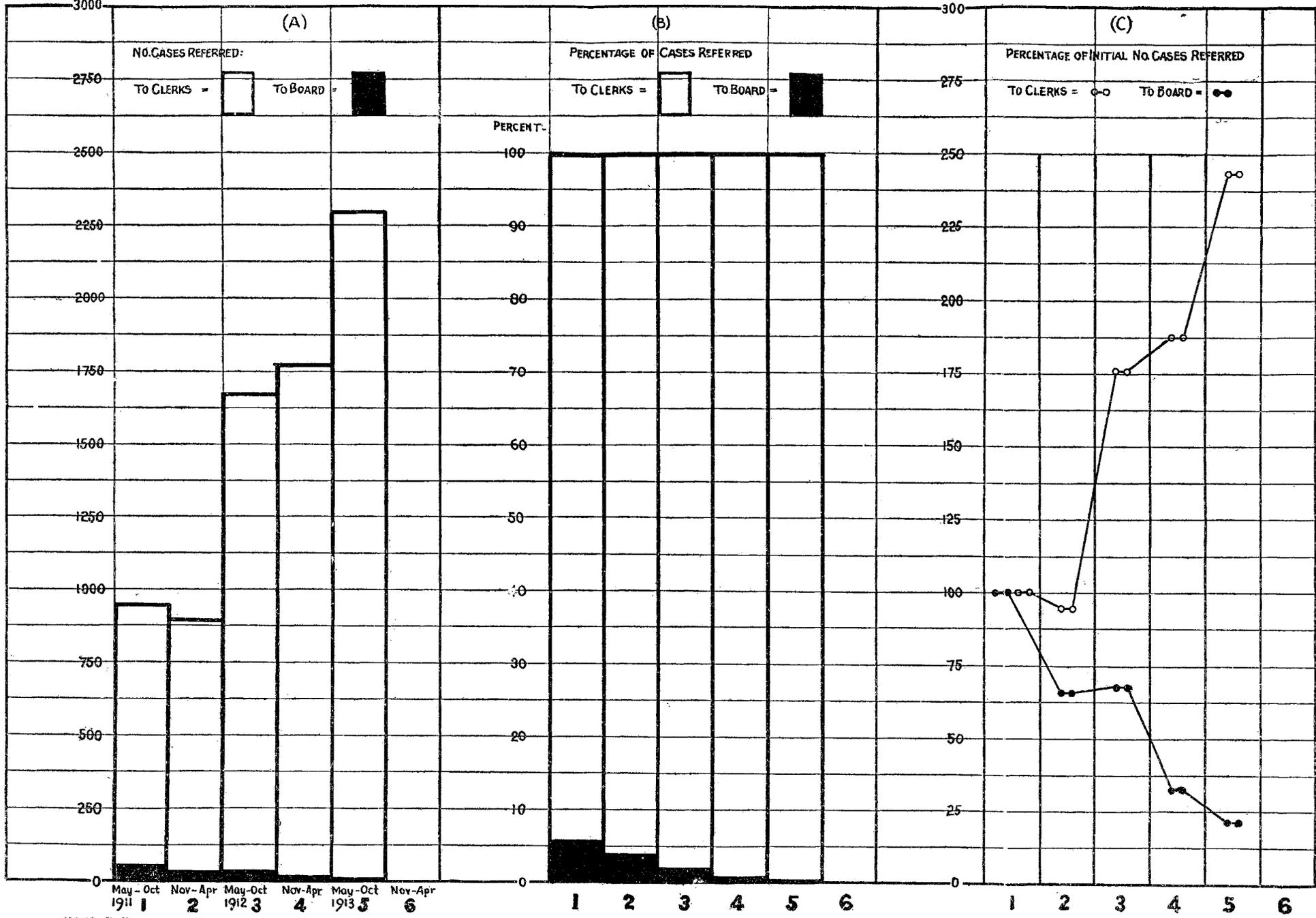
CASES BROUGHT BEFORE CLERKS AND DEPUTY CLERKS, BY MONTHS AND BY SIX-MONTH PERIODS, AND CASES REFERRED TO BOARD OF GRIEVANCES, BY DATES OF MEETING AND BY SIX-MONTH PERIODS, APR. 15, 1911, TO OCT. 31, 1913.

Cases brought before clerks and deputy clerks.				Cases referred to board of grievances.							
Month.	Number.	Number for six months.		Date of meeting.	Number.	Number for six months.					
		Total.	Average.			Total.	Average.				
1911.				1911.							
April 15 to 30	50	949	158.2	April 15 to 30	21	55	9.2				
May	151			May 4	8						
June	147			May 10	7						
July	166			May 16	2						
August	192			May 25	7						
September	142			June 1	7						
October	151			June 22	2						
November	148			July 7	5						
December	109			July 20	11						
1912.				1912.							
January	75			900	150.0			August 1	5	36	6.0
February	171							September 12	1		
March	183	November 9	6								
April	214	November 16	2								
May	204	November 29	2								
June	183	December 15	5								
July	363	1912.				January 10	2	37	6.2		
August	290	1,675	279.2			January 22	5				
September	252	1,779	296.5			February 3	4				
October	383					March 2	4				
November	332					March 15	6				
December	289					May 6	1				
1913.				1913.							
January	329			2,303	383.8	May 8	2			18	3.0
February	307					May 10	2				
March	245					May 14	1				
April	277					June 24	1				
May	326					July 12	5				
June	373					July 19	11				
July	353					July 23	5				
August	442	August 30	1								
September	466	September 19	8								
October	313	November 11	12								
		December 3	2								
		December 17	3								
				February 10	1	12	2.0				
				May 15	5						
				August 13	1						
				September 5	4						
				September 26	2						
Total	7,656	7,606		Total	179	158					

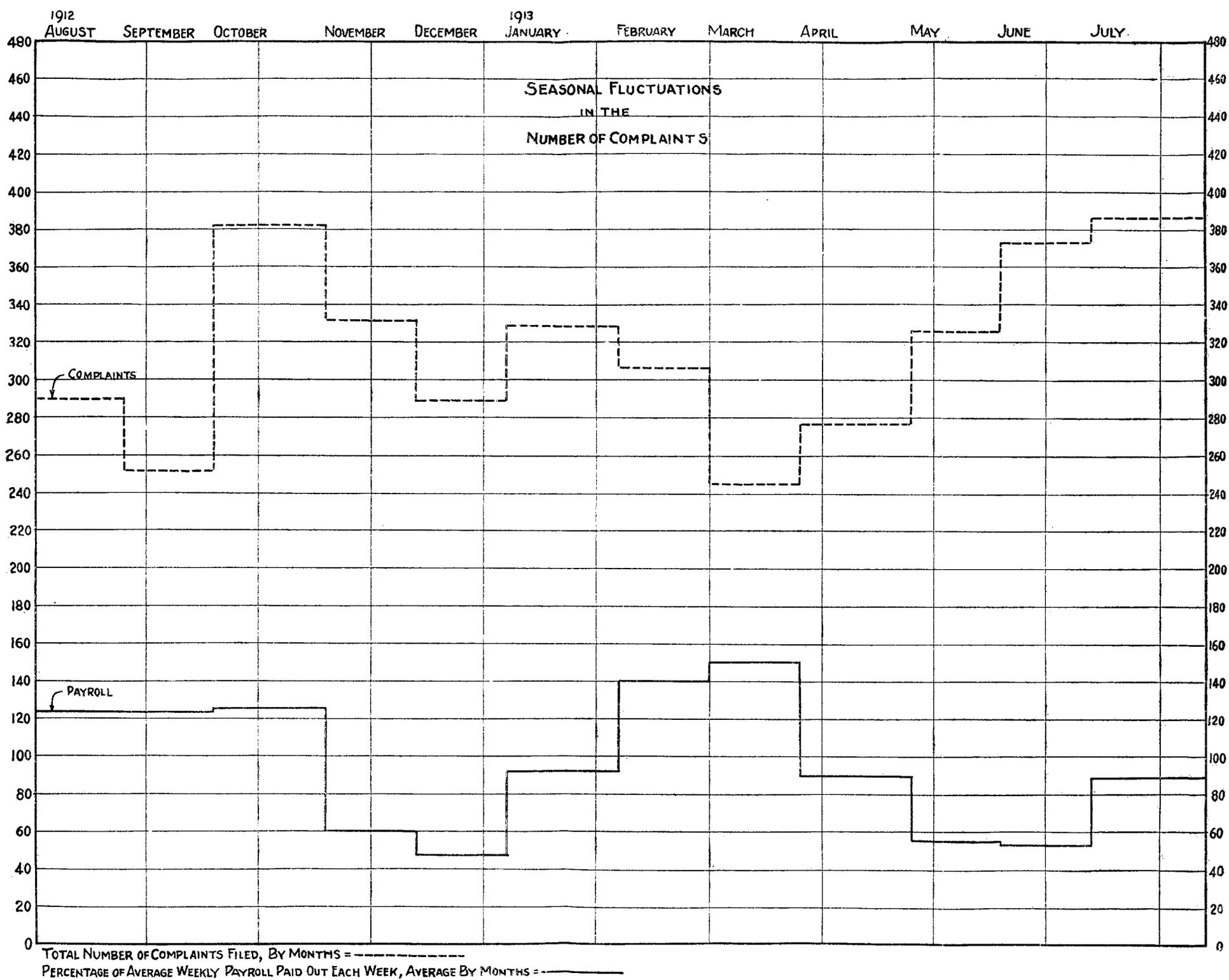
The accompanying chart, based on this table, is intended to show in a graphic manner the fluctuations in the number of complaints filed caused by the seasonal character of the industry. The upper line of this chart represents the number of complaints filed during the year August, 1912, to July, 1913, inclusive, by months. The lower line represents percentages of the average pay roll for the same period.

Though certain classes of grievances, such as complaints against stoppages, occur mostly in the busy part of the year, while others, such as complaints for alleged discrimination, wrongful discharge, etc., occur mostly during the dull times, these apparently opposite tendencies seem to equalize each other, and the movement of the

CASES BOARD OF GRIEVANCES — CLOAK, SUIT, AND SKIRT INDUSTRY — PERIODS OF 6 MONTHS



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complaints is almost uniformly in an opposite direction to the movement of the season.

From this it may reasonably be inferred that the busier the time the smaller the number of complaints filed. As it is relatively easy to get employment at such periods, the workmen, who comprise the larger number of complainants, prefer to find other positions rather than to make complaints and wait to be reinstated, recompensed, or redressed.

This generalization seems to be confirmed by the chart, beginning with the month of November. The apparent exceptional nature of the relation between the complaints and the pay roll during the months of August, September, and October of the year of 1912 is probably due to certain clerical irregularities on the part of the clerks who handled the complaints. Very frequently cases are settled but not reported as adjusted until some later period. The clerks then get together and "sign up" cases by the scores. That is probably what happened in the months of August, September, and October, 1912.

Another chart, based on the figures in the table on page 20, is here-with presented to show the fluctuations in number of complaints from May, 1911, to October, 1913, by six-month periods. In Section A of this chart the rectangles represent the total number of complaints attended to during each six-month period. The solid black part of each rectangle represents the part of the total that was referred to the board of grievances for adjudication. As can easily be seen, while the totals (represented by the rectangles as a whole) are increasing at a materially high rate, the respective parts of each of them that was settled by the board of grievances (the solid black) is decreasing. From period to period a relatively higher and higher percentage of the total is settled by the clerks, while a relatively lower and lower one is referred to the board of grievances. Section B represents the same facts as Section A, but in percentages instead of absolute numbers. The tendencies are essentially the same. While in the first six months 5.8 per cent of the cases were referred to the board of grievances, in the last six months the percentage unsettled by the clerks and referred to the board of grievances amounted to one-half of 1 per cent.

Section C represents changes in the number settled by the clerks and by the board in terms of percentages of the initial number, i. e., the number for the first six-month period is taken to be 100 per cent and the rest of the periods are figured in percentages of this initial number. This was done to bring out the tendencies of the two movements in as clear a manner as possible.

Even a cursory inspection of this chart will show the diametrically opposite directions in which the number of complaints attended to by clerks and by the board are moving. While the tendency for the cases settled by the clerks is constantly upward, the tendency of the

movement of the cases passed on to the board of grievances is constantly downward.

The reason for these tendencies can be found chiefly in the gradual emergence of definite rulings and of clear principles with respect to many complaints arising from the very nature of the industry. Definite rulings and principles have been established with reference to many problems, notably in the matter of price settlement in inside and outside shops, duplicates, underscale payment, status of non-union men, discharge of week workers in middle of week, sample making, etc.

The establishment of such rulings makes it relatively easy for the deputy clerks of both sides to agree upon the disposition as soon as a mutual agreement with regard to the facts has been reached. Credit for this experience in the handling of the cases must be given to the complaint departments of the unions and of the association, and particularly to the individual clerks of both sides.

TIME CONSUMED IN THE ADJUSTMENT OF CASES.

Two time elements are involved in the settlement of cases—the precise date of the complaint with reference to the action of the respective authorities and the length of time necessary to enable the clerks to adjust the difficulties. The records of the respective organizations, however, do not give such detailed information, although very frequently the date of the complaint (which by no means can be considered as the time when the clerks attended to it), as well as the date of the disposition, are given. These, particularly the latter, can not be taken at their face value. The formal, routine part of the work of the clerks has not as yet been absolutely standardized. The actual adjustment, whatever it may be, comes first; the record, its actual date, is of secondary importance only.

There is no doubt that very frequently the clerks, by mutual consent, try to avoid the sharpening of issues and attempt to “dodge” those which, in their opinion, will evaporate in a very short period of time. It happens frequently that the clerks are so busy adjusting cases that they have no time to record the adjustment until some later time. Many cases die a natural death; the respective complainants, for some reason or other, do not care to press the issue,¹ and of course it is not the business of clerks to stir up complainants. Thus it happens that the records of settlements are made “in bunches” and cases are “signed up” by scores.

¹ Chairman BRANDEIS. In referring to the dropped cases, and in indicating, as he (Mr. London) and Dr. Hourwich said to-day, that cases were dropped in a certain sense in despair of ever getting a decision within an adequate time, Dr. Hourwich in presenting to-day Mr. Polakoff's testimony on that subject seemed to us to bring to our attention a matter of very great importance, namely, that these dropped cases were to a considerable extent due, not to a disbelief over the open-mindedness of the board of grievances, but were due to a considerable extent to a refusal of those who had caused cases to be started, who had brought complaints, a refusal to follow up the complaints, even to the point of submitting the facts or of testifying in any form before a clerk.—(Proceedings, board of arbitration, Oct. 12 and 13, 1913, pp. 380, 381.)

For this reason it would be almost impossible to estimate the length of time that it actually takes to settle a case. This unit, whatever it is, can be only a statistical abstraction. Its size will depend upon many factors, chiefly upon the following three: (1) The nature of the grievance; (2) the relations between the parties in the particular shop where the troubles arise; (3) the season of the year.

Generally speaking, as a matter of mutual understanding between the clerks of the respective sides, stoppages and lockout and discharge complaints claim priority over all other cases. No causes that ought to have arisen, and have not, have been found. As a general proposition, it may be safely stated that the cases are settled—or, rather, attended to—regularly.

The fact that some cases are “dodged” by mutual consent—laid over till the issue in them evaporates—speaks well for the judgment of the clerks. Cases, in the order of their urgency, are attended to almost immediately. The actual time necessary for the adjustment varies from one hour, when, for instance, the clerks go to the establishment only to find the case amicably settled, to three or four days, when facts have to be investigated. In the majority of cases, however, judging from the large number that were settled by the clerks without the assistance of the board of grievances, the time consumed in adjustment was relatively very short.

Taking into consideration the fact that an average of about 335 cases per month were settled during the last year, and that the number of clerks settling cases was at no time higher than seven pairs, it can readily be estimated that, on the average, it takes less than one day to settle a case.

It is very hard to estimate the actual time consumed by the board of grievances in settling cases. Each case is its own standard of measurement. The whole procedure is far more formal, and requires the presence of 10 men. Very frequently the board lays cases over for further or supplementary investigation.

Generally speaking, the impression is that the board of grievances can not be charged with extraordinary delay or with loquacity. Cases are discussed more or less fully as the issues involved in them are grave and fundamental. The board, at the request of one of the chief clerks, can be called together in 48 hours. Apparently, there is no urgency for the board of grievances to meet at regular dates irrespective of the issues before it. A rule for regular meetings of the board was passed, but never has been enforced. There is no way of estimating the actual time that the board of grievances consumes in settling a hypothetical case. As a general proposition, however, as in the cases attended to by the clerks, the rapidity of action depends upon the nature of grievances, the specific relations of parties in the shop involved, and the season of the year.

CASES ADJUDICATED BY THE BOARD OF GRIEVANCES.

As already stated, a total of 7,656 complaints were filed from April 15, 1911, to October 31, 1913. The great majority of these, 7,477, were adjusted by the clerks, which is the simplest method possible as regards the machinery of the board of grievances. The remaining 179 cases were brought before the full board and these form the basis of the following discussion.

SOURCE OF COMPLAINT.

The table which follows gives the number and per cent of these cases which were filed by the unions and by the association:

NUMBER AND PER CENT OF THE CASES BROUGHT BEFORE THE BOARD OF GRIEVANCES, WHICH WERE FILED BY THE UNIONS AND BY THE ASSOCIATION, APR. 15, 1911, TO OCT. 31, 1913.

Filed by—	Number of cases.	Per cent.
Unions.....	122	68.2
Association.....	57	31.8
Total.....	179	100.0

NATURE OF GRIEVANCES.

The following table shows both for the unions and for the association the number and per cent of cases filed on account of each grievance:

PERCENTAGE DISTRIBUTION OF COMPLAINTS FILED WITH THE BOARD OF GRIEVANCES BY THE UNIONS AND BY THE ASSOCIATION, BY CLASSIFICATION OF NATURE OF GRIEVANCES.

Classification of grievances.	Number of cases.	Per cent.
CASES FILED BY UNIONS.		
Discrimination against individuals.....	27	22.1
Alleged wrongful discharge.....	21	17.3
Nonpayment for legal holidays.....	13	10.7
Paying under weekly scale of wages.....	13	10.7
Nonprotocol conditions in shop.....	9	7.3
Claim for wages due.....	8	6.6
Dispute in price making.....	6	5.0
Inside subcontracting.....	3	2.5
Duplicates made by week.....	3	2.5
Irregular settlement of prices.....	3	2.5
Shop lockout.....	2	1.6
Nonpayment for Jewish holidays.....	2	1.6
Changing of piece prices during season.....	2	1.6
Noncompliance with terms of adjustment.....	2	1.6
Cutters working by the hour.....	2	1.6
Illtreatment of employees.....	2	1.6
Inequitable distribution of work.....	1	.8
Week worker discharged in middle of week.....	1	.8
Samples made by piece.....	1	.8
Unregistered contractor's shop.....	1	.8
Total.....	122	100.0
CASES FILED BY ASSOCIATION.		
Shop strike (term agreed upon to designate any stoppage of work).....	43	75.5
Interference with conduct of and discipline in factory.....	4	7.0
Complaint against shop chairman.....	4	7.0
Dispute in price making.....	3	5.4
Week worker leaving in middle of week.....	1	1.7
Union refuses apprentice to cutter.....	1	1.7
Noncompliance with terms of adjustment.....	1	1.7
Total.....	57	100.0

¹ Including 5 cases of "reduction of piece prices."

Of the total cases filed by the unions 39.4 per cent were of discrimination and alleged wrongful discharge. Complaints of nonpayment for legal holidays¹ and of underscale payment each made up 10.7 per cent of the total. The remaining complaints were distributed among 16 different grievances.

The association complaints are chiefly against "shop strikes," a term mutually agreed upon to denote any cessation of work. Over 75 per cent of the association complaints are of this kind. The remaining association complaints are made up of six different grievances, the principal ones being: Interference with conduct and discipline of factory, dissatisfaction with shop chairman, and disputes in price making.

The following table and chart show the distribution of the 10 chief complaints referred to the board of grievances. Fifty per cent of all the complaints were due to three causes—one cause on the part of the association, stoppage of work, and two causes on the part of the unions, discrimination against individuals and alleged wrongful discharge. This can not be interpreted as indicating that the protocol has not succeeded in achieving its main purpose—elimination of strikes and equitable treatment of the workingmen. The fallacy of such an interpretation can be seen from the total number of cases easily adjusted, 7,477, as compared with only 91 cases involving stoppages, discrimination, and alleged wrongful discharge that were referred to the board of grievances. These, being the exception, establish the rule more forcibly.

The following table shows the number and per cent of cases due to each of the 10 grievances complained of most frequently:

NUMBER AND PER CENT OF THE CASES BROUGHT BEFORE THE BOARD OF GRIEVANCES WHICH WERE DUE TO EACH OF THE 10 GRIEVANCES COMPLAINED OF MOST FREQUENTLY.

Grievance.	Number of cases.	Per cent.
Shop strike.....	43	24.03
Discrimination against individuals.....	27	15.09
Alleged wrongful discharge.....	21	11.74
Paying under weekly scale of wages.....	13	7.27
Nonpayment for legal holidays.....	13	7.27
Dispute in price making.....	9	5.03
Nonprotocol conditions in shop.....	9	5.03
Claim for wages due.....	8	4.46
Interference with conduct of and discipline in factory.....	4	2.23
Complaint against shop chairman.....	4	2.23
Total.....	151	84.38

With reference to frequency of occurrence, "shop strike," the main complaint of the association, is the largest single item in this group. "Discrimination against individuals" and "alleged wrongful discharge," the two main complaints of the unions, come next.

¹ Including 12 filed on account of Columbus Day controversy.

BOARD OF GRIEVANCES

10 GRIEVANCES COMPLAINED OF MOST FREQUENTLY

APRIL 15 1911 TO OCT 31 1913

COMPLAINT AGAINST SHOP CHAIRMAN	4 CASES	2.23 %
INTERFERENCE WITH CONDUCT OF FACTORY	4	2.23
CLAIM FOR WAGES DUE	8	4.46
NON-PROTOCOL CONDITIONS IN SHOP	9	5.03
DISPUTE IN PRICE MAKING	9	5.03
NON-PAYMENT FOR LEGAL HOLIDAYS	13	7.27
PAYING UNDER AGREED SCALE	13	7.27
ALLEGED WRONGFUL DISCHARGE	21	11.74
DISCRIMINATION AGAINST INDIVIDUAL	27	15.09
SHOP STRIKE	43	24.03
FILED BY UNIONS =	151	84.38
FILED BY ASS'N =		

The cases relating to the remaining 7 of the 10 grievances were all filed by the unions, except the 9 "dispute in price making," of which 3 were filed by the association, and "complaints against shop chairman" and "interference with conduct of factory," of which 4 each were filed by the association.

DISPOSITION OF CASES BROUGHT BEFORE THE BOARD.

The following table presents a statement of the cases brought before the board, according to the source and nature of the complaints, and shows for each group the number and per cent of cases disposed of in each specified manner:

DISPOSITION OF CASES BROUGHT BEFORE THE BOARD OF GRIEVANCES, BY SOURCE, AND NATURE OF COMPLAINTS, APR. 15, 1911, TO OCT. 31, 1913.

Classification of grievances.	Cases filed by unions.	Cases filed by association.	Disposition of cases.						Total
			In favor of unions.	In favor of association.	Compromised.	Withdrawn.	Dropped.	Disagreement.	
Cases filed by association:									
Shop strike.....		43	1	9	15	1	14	3	43
Interference with conduct of and discipline in factory.....	4				2		2		4
Complaint against shop chairman.....	4			2			2		4
Week worker leaving in middle of week.....	1			1					1
Dispute in price making.....	3				2			1	3
Noncompliance with terms of adjustment.....	1				1				1
Union refuses apprentice to cutter.....	1						1		1
Cases filed by unions:									
Discrimination against individuals.....	27		5	3	12	2	3	2	27
Alleged wrongful discharge.....	21		4	4	6	1	6		21
Nonpayment for legal holidays.....	13		1					12	13
Nonprotocol conditions in shop.....	9		2		4	1	2		9
Claim for wages due.....	8		4	2	2				8
Paying under weekly scale of wages.....	8		4		1		3		8
Reduction of piece prices.....	5		4		1				5
Inside subcontracting.....	3		1				2		3
Duplicates made by week.....	3		1			2			3
Shop lockout.....	2						1	1	2
Inequitable distribution of work.....	1						1		1
Nonpayment for Jewish holidays.....	2						2		2
Irregular settlement of prices.....	3				1			2	3
Changing of piece prices during season.....	2		2						2
Cutters working by the hour.....	2				2				2
Illtreatment of employees.....	2				1		1		2
Week worker discharged in middle of week.....	1		1						1
Samples made by piece.....	1		1						1
Unregistered contractor's shop.....	1						1		1
Dispute in price making.....	6		1	1	1		3		6
Noncompliance with terms of adjustment.....	2				2				2
Grand total.....	122	57	32	22	53	7	45	120	179

¹ Including 12 cases involving the same principle, the Columbus Day controversy. Actually only 9 cases were referred to the board of grievances.

DISPOSITION OF CASES BROUGHT BEFORE THE BOARD OF GRIEVANCES, BY SOURCE AND NATURE OF COMPLAINTS, APR. 15, 1911, TO OCT. 31, 1913—Concluded.

PER CENT.

Classification of grievances.	Cases filed by unions.	Cases filed by association.	Disposition of cases.					Total.	
			In favor of unions.	In favor of association.	Compromised.	Withdrawn.	Dropped.		Disagreement.
Cases filed by association:									
Shop strike.....	100.0	2.32	20.91	34.89	2.32	32.59	6.97	100.0	
Interference with conduct of and discipline in factory.....	100.0	.....	.....	50.0	.....	50.0	.....	100.0
Complaint against shop chairman.....	100.0	.....	50.0	.....	.....	50.0	.....	100.0
Week worker leaving in middle of week.....	100.0	.....	100.0	.....	.....	.....	.....	100.0
Dispute in price making.....	100.0	.....	.....	66.7	.....	33.3	.....	100.0
Noncompliance with terms of adjustment.....	100.0	.....	.....	100.0	.....	.....	.....	100.0
Union refuses apprentice to cutter.....	100.0	.....	.....	.....	.....	100.0	.....	100.0
Cases filed by unions:									
Discrimination against individuals.....	100.0	18.6	11.1	44.4	7.4	11.1	7.4	100.0	
Alleged wrongful discharge.....	100.0	19.0	19.0	28.6	4.8	28.6	.....	100.0
Nonpayment for legal holidays.....	100.0	7.7	.....	.....	.....	.....	92.3	100.0
Nonprotocol conditions in shop.....	100.0	22.25	.....	44.4	11.1	22.25	.....	100.0
Claim for wages due.....	100.0	50.0	25.0	25.0	.....	.....	.....	100.0
Paying under weekly scale of wages.....	100.0	50.0	.....	12.5	.....	37.5	.....	100.0
Reduction of piece prices.....	100.0	80.0	.....	20.0	.....	.....	.....	100.0
Inside subcontracting.....	100.0	33.3	.....	.....	.....	66.7	.....	100.0
Duplicates made by week.....	100.0	33.3	.....	.....	66.7	.....	.....	100.0
Shop lockout.....	100.0	.....	.....	.....	.....	50.0	50.0	100.0
Inequitable distribution of work.....	100.0	.....	.....	.....	.....	100.0	.....	100.0
Nonpayment for Jewish holidays.....	100.0	.....	.....	.....	.....	100.0	.....	100.0
Irregular settlement of prices.....	100.0	.....	.....	33.3	.....	.....	66.7	100.0
Changing of piece prices during season.....	100.0	100.0	.....	.....	.....	.....	.....	100.0
Cutters working by the hour.....	100.0	.....	.....	100.0	.....	.....	.....	100.0
Ill-treatment of employees.....	100.0	.....	.....	50.0	.....	50.0	.....	100.0
Week worker discharged in middle of week.....	100.0	100.0	.....	.....	.....	.....	.....	100.0
Samples made by piece.....	100.0	100.0	.....	.....	.....	.....	.....	100.0
Unregistered contractor's shop.....	100.0	.....	.....	.....	.....	100.0	.....	100.0
Dispute in price making.....	100.0	16.7	16.7	16.7	.....	50.0	.....	100.0
Noncompliance with terms of adjustment.....	100.0	.....	.....	100.0	.....	.....	.....	100.0
Grand total.....	68.2	31.8	17.90	12.30	29.58	3.91	25.13	11.18	100.0

Most of the terms used in the classification of grievances are plain enough to be understood by the average reader. A few terms which are apparently difficult to understand are used here because they were agreed upon by representatives of both sides to denote specific kinds of grievances.¹ Definitions of these terms follow:

Shop strike: This term was agreed upon to denote any cessation of work on the part of the employees. Its counterpart is "shop lockout."

Discrimination against individuals: This must be distinguished from "alleged wrongful discharge," although the latter, too, is frequently an act of "discrimination." It was decided to treat discrimination and wrongful discharge separately. Though wrongful discharge is often an act of discrimination, discrimination as such is not always accompanied by wrongful discharge.

¹ Appendix B, Report on grievance board matters to the board of arbitration.

Nonprotocol conditions in shop: These are ordinarily used to denote noncompliance with one or more of the standard requirements established by the protocol or, subsequently, by the joint conference.

Paying under weekly scale: This refers to underscale payments of week workers as against "reduction of piece prices" or, in other words, the agreed payment of pieceworkers.

Dispute in price settlement: This term is used to denote difference of opinion as to how prices should be settled and must be distinguished from "irregular price settlement," the definition of which follows:

Irregular price settlement: This denotes grievances involving complaint of violation of the rules to be observed in the settling of prices.

Noncompliance with terms of adjustment: Denotes complaint against either of the parties failing to comply with the decision of the proper authorities—clerks, board of grievances, joint conference, or board of arbitration.

The following table summarizes the number and per cent of the cases disposed of in each specified way by the board of grievances:

NUMBER AND PER CENT OF THE CASES DISPOSED OF IN EACH SPECIFIED WAY BY THE BOARD OF GRIEVANCES, APR. 15, 1911, TO OCT. 31, 1913.

Disposition.	Number of cases.	Per cent.
Compromised.....	53	29.58
Dropped.....	45	25.13
In favor of the unions.....	32	17.90
In favor of the association.....	22	12.30
Disagreement.....	120	11.18
Withdrawn.....	7	3.91
Total.....	179	100.0

¹ Twelve Columbus Day complaints were filed on same date and involved the same issue. Thus actually the board of grievances disagreed only in nine cases.

The disposition of these cases by the board according to the actual number of issues involved is shown in the table which follows:

NUMBER AND PER CENT OF ACTUAL ISSUES DISPOSED OF IN EACH SPECIFIED WAY BY THE BOARD OF GRIEVANCES, APR. 15, 1911, TO OCT. 31, 1913.

Disposition.	Number of issues.	Per cent.
Compromised.....	53	31.56
Dropped (45) and withdrawn (7).....	52	30.94
In favor of unions.....	32	19.04
In favor of association.....	22	13.10
Disagreement.....	19	5.36
Total.....	168	100.0

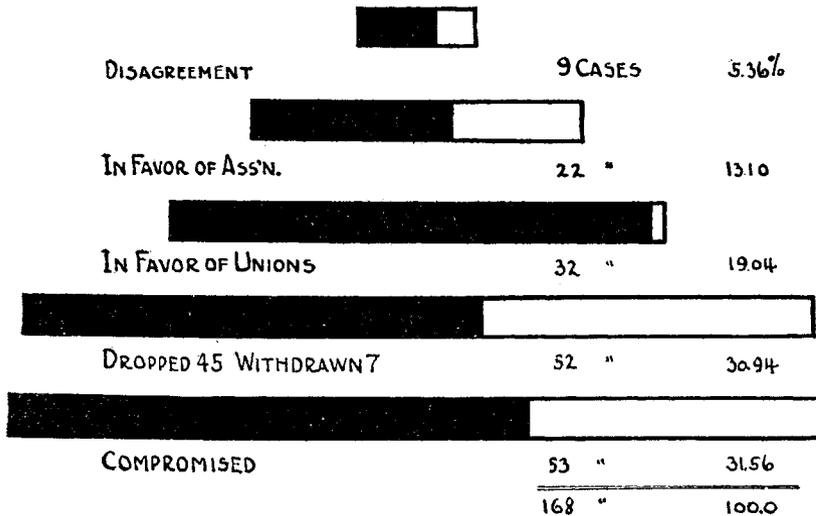
¹ Counting twelve Columbus Day complaints as one case.

These disposition groups are shown graphically in the following chart:

BOARD OF GRIEVANCES

DISPOSITION OF CASES

APRIL 15, 1911 — OCT. 31, 1913



FILED BY UNIONS

NOTE: 12 COLUMBUS DAY COMPLAINTS EQUAL ONE CASE.

FILED BY ASSN.

Following is an explanation of the terms used in designating the disposition of cases:

"Compromised" cases are those in which the investigation showed a dispute of some kind in which a solution was found which did not wholly sustain the position of either of the parties.

"Dropped" cases are those in which the firm and the employees came to an understanding before the investigation, or (a) those in which the nature of the complaint was too trivial to press for an investigation, or (b) those in which there was insufficient evidence to establish the charge, or (c) disputes in which the union did not press for an investigation and solution, or (d) those which investigation showed were disputes between employees and in which the firm was in no way involved.

Cases adjusted "in favor of unions" are those in which the grievances complained of by the union were established or those in which complaints filed by the association were proven unfounded.

Cases adjusted "in favor of association" are those in which grievances filed by the union are proven unfounded, upon investigation, or those in which complaints filed by the association are established.

Cases "withdrawn" are those in which the union or the association did not press for an investigation of the charges, and withdrew same.

"Disagreement" cases are those on which the board of grievances could reach no positive decision and deadlocked.

Detailed analyses of the specific disposition groups will be found below. The main significance of the figures as shown in the tables and on the charts will be found in the "compromised" group, the largest one of all. Considering the 12 Columbus Day complaints as constituting one case, 31.56 per cent of the total number of cases filed have been compromised. If the dropped and withdrawn cases are excluded (for the reason that apparently no real issues were involved in them), the per cent of cases compromised will be 41.7.

This would seem to indicate that in at least 40 per cent of the grievances neither of the parties was right or wrong; that in at least this proportion of cases it was not a matter of bad faith, nonenforcement of agreement, etc., but a matter of adjustment called for by the nature of the agreement itself.

JUSTIFIABILITY OF COMPLAINTS AS INDICATED BY THEIR DISPOSITION.

Each grievance, in the first instance, is supposed to be based upon a real wrong or a real difference of opinion. A grievance that is withdrawn by the complainant or that is dropped by mutual consent appears to be no grievance at all. The grievances here classed as justifiable are those settled in favor of the side filing the complaint.

The relative justifiability of the complaints of the unions and of the association can be seen from the following table:

JUSTIFIABILITY OF COMPLAINTS OF UNIONS AND OF ASSOCIATION.

	Number of cases.	Favorable adjudication secured.	
		Number.	Per cent.
Complaints filed by unions	122	31	25.4
Complaints filed by association.	57	12	21.1

While the per cent of favorable decisions for the unions shown in this table apparently indicates that they had a larger proportion of justifiable cases than the association, it should be explained that 10 of the cases filed by the unions were decided in favor of the association and can therefore be classed as unjustifiable complaints, while only one of the cases filed by the association was decided in favor of the unions.

The following table shows for the unions and for the association the number and per cent of favorable decisions of cases filed for each classified complaint:

DISTRIBUTION OF COMPLAINTS FILED WITH THE BOARD OF GRIEVANCES AND PER CENT OF FAVORABLE DECISIONS SECURED, BY CLASSIFICATION OF NATURE OF GRIEVANCES.

Classification of complaints.	Number of complaints filed.	Favorable decision.	
		Number.	Per cent.
UNIONS.			
Discrimination against individuals.....	27	5	18.5
Alleged wrongful discharge.....	21	4	19.0
Nonpayment for legal holidays.....	13	1	7.7
Paying under weekly scale of wages.....	13	8	61.5
Nonprotocol conditions in shop.....	9	2	22.2
Claim for wages due.....	8	4	50.0
Dispute in price making.....	6	1	16.6
Inside subcontracting.....	3	1	33.3
Duplicates made by week.....	3	1	33.3
Irregular settlement of prices.....	3		
Shop lockout.....	2		
Nonpayment for Jewish holidays.....	2		
Changing of piece prices during season.....	2	2	100.0
Noncompliance with terms of adjustment.....	2		
Cutters working by the hour.....	2		
Illtreatment of employees.....	2		
Inequitable distribution of work.....	1		
Week worker discharged in middle of week.....	1	1	100.0
Samples made by piece.....	1	1	100.0
Unregistered contractor's shop.....	1		
Total.....	122	31	
ASSOCIATION.			
Shop strike (term agreed upon to designate any stoppage of work).....	43	9	20.9
Interference with conduct of and discipline in factory.....	4		
Complaint against shop chairman.....	4	2	50.0
Disputes in price making.....	3		
Week worker leaving in middle of week.....	1	1	100.0
Union refuses apprentice to cutter.....	1		
Noncompliance with terms of adjustment.....	1		
Total.....	57	12	

¹ One association complaint was decided in favor of the unions.

² Ten union complaints were decided in favor of the association.

Only in 3 kinds of grievances, involving only 4 cases, did the complaints of the unions meet with absolute success—favorable adjudication of 100 per cent. These are: “Changing of piece prices during the season” (2 cases); “week workers discharged in middle of week” (1 case); and “samples made by piece” (1 case). This apparently exceptional showing can be ascribed to two facts: The relatively simple nature of the grievances which made it possible to get at the facts easily, and the definite and clear rulings of the board of grievances on such matters.

The unions secured favorable adjudication in over 61 per cent of complaints against underscale payments and in 50 per cent of claims for wages due. In the grievances that the unions complained of most frequently, namely, discrimination and wrongful discharge, they met with comparatively small success; only 18.5 per cent of cases against discrimination and 19 per cent of cases against alleged wrongful discharge were adjudicated in their favor. In all probability this seemingly poor showing can be attributed to the apparent difficulty in establishing the charges, difficulties due largely to the fact that very frequently in cases of this nature motives, not acts in themselves, have to be considered.

The success of the association is very similar to that of the unions. In the cases complained of least frequently, the highest percentage of favorable adjudication has been secured. In “complaints against shop chairman” the association secured 50 per cent of favorable decisions. In the group of grievances complained of most frequently, “shop strike,” the association secured only 20.9 per cent of favorable decisions. This is due to the fact that as yet no positively correct definition of what a “stoppage” means has been worked out.¹

The association maintains that any stoppage acts as an automatic cause for the discharge of the men involved. The unions deny that; they contend that every grievance (stoppage included) is a matter for the board of grievances to adjudicate; that no discharge can take place without the verdict of the board of grievances. However, in many cases of stoppage, the association, though protesting, was satisfied with having the man put back to work immediately.

An analysis of the cases disposed of according to each specified method follows.

¹ See Appendix A.

CASES SETTLED IN FAVOR OF THE UNIONS.

The following table shows the number of cases settled by the board of grievances in favor of the unions, classified according to the complainants and according to the nature of the complaint:

CASES SETTLED IN FAVOR OF THE UNIONS, CLASSIFIED BY THE NATURE OF THE GRIEVANCES AND BY COMPLAINANTS.

Classification of grievances.	Number of cases.	Per cent.
Cases filed by association:		
Shop strike	1	3.13
Cases filed by unions:		
Discrimination against individuals.....	5	96.87
Alleged wrongful discharge	4	
Nonpayment for legal holidays.....	1	
Nonprotocol conditions in shop	2	
Claim for wages due.....	4	
Paying under weekly scale of wages.....	4	
Reduction of piece prices.....	4	
Inside subcontracting.....	1	
Duplicates made by week.....	1	
Changing of piece prices during season.....	2	
Week worker discharged in middle of week.....	1	
Samples made by piece.....	1	
Dispute in price making.....	1	
Total	32	100.0

Most of the cases adjudicated "in favor of the unions," as would naturally be expected, have been complained of by the unions themselves. Only one case that was filed by the association, a shop strike charge, has been decided for the unions.¹

The highest number of cases decided in favor of the unions were complaints against discrimination, wrongful discharge, and under-scale payments, a total of 17 decisions, or 53.13 per cent. This is to be expected, in view of the fact that most of the cases filed by the unions are of this character.

CASES SETTLED IN FAVOR OF THE ASSOCIATION.

The following table shows the number of cases settled in favor of the association, classified according to the complainants and according to the nature of the complaints:

CASES SETTLED IN FAVOR OF THE ASSOCIATION, CLASSIFIED BY THE NATURE OF THE GRIEVANCES AND BY COMPLAINANTS.

Classification of grievances.	Number of cases.	Per cent.
Cases filed by association:		
Shop strike	9	54.5
Complaint against shop chairman.....	2	
Week worker leaving in middle of week.....	1	
Cases filed by unions:		
Alleged wrongful discharge.....	4	45.5
Discrimination against individuals.....	3	
Claim for wages due.....	2	
Dispute in price making.....	1	
Total	22	100.0

¹ In the case referred to the firm complained against stoppage of work. The records of the case are meager and incomplete. In the minutes of the board of grievances the following disposition is given: "Referred to executive committee of association for discipline." From that it was inferred that the contentions of the firm were not upheld and that the case was decided "in favor of unions."

While only one of the cases decided "in favor of the unions" was filed by the association, quite a number of those decided in favor of the associations—10 of them, to be precise—were filed by the unions. These were complaints against discrimination and wrongful discharge, claims for wages due, and disputes in price making. They make up 45.5 per cent of the total number of cases decided "in favor of the association." The remaining 54.5 per cent were association complaints, chiefly against stoppage of work.

COMPROMISED CASES.

A statement of the cases which were compromised, according as they were filed by the association or by the unions, and according to the nature of the complaints, is given in the table which follows:

CASES COMPROMISED, CLASSIFIED BY NATURE OF GRIEVANCES AND BY COMPLAINANTS.

Classification of grievances.	Number of cases.	Per cent.
Cases filed by association:		
Shop strike.....	15	} 37.7
Dispute in price making.....	2	
Interference with conduct and discipline of factory.....	2	
Noncompliance with terms of adjustment.....	1	
Cases filed by unions:		
Discrimination against individuals.....	12	} 62.3
Alleged wrongful discharge.....	6	
Nonprotocol conditions in shop.....	4	
Claim for wages due.....	2	
Cutters working by the hour.....	2	
Noncompliance with terms of adjustment.....	2	
Dispute in price making.....	1	
Illtreatment of employees.....	1	
Irregular settlement of prices.....	1	
Reduction of piece prices.....	1	
Paying under weekly scale of wages.....	1	
Total.....	53		100.0

This is the largest disposition group, and the significance of this fact is explained elsewhere. Of the total number of cases that were thus disposed of 20, or 37.7 per cent, were filed by the association, while 33, or 62.3 per cent, were filed by the unions.

Of the 20 association cases that were compromised, 15 were complaints against stoppage of work; 2 involved disputes in price making; 2 were complaints against employees for interfering with the discipline of factory, and 1 was a complaint against noncompliance with the terms of adjustment made by the proper authorities.

The distribution of compromised cases that were filed by the unions was as follows: Discrimination against individuals, 12; alleged wrongful discharge, 6; nonprotocol conditions, 4; claim for wages due, 2; cutters working by the hour, 2; noncompliance with terms of adjustment, 2; paying under agreed scale, 2; disputes in

price making, 1; irregular price settlement and illtreatment of employees, 1 of each.

The first two grievances, viz, discrimination against individuals and alleged wrongful discharge, constitute a total of 18 cases, or somewhat over one-half of the total number of cases, that were filed by the unions and compromised.

DROPPED CASES.

Forty-five of the cases referred to the board of grievances were dropped. An analysis of these cases, according to complainants and according to the nature of the complaints, is given in the following table:

CASES DROPPED, CLASSIFIED BY NATURE OF GRIEVANCES AND BY COMPLAINANTS.

Classification of grievances.	Number of cases.	Per cent.
Cases filed by association:		
Shop strike.....	14	44.4
Interference with conduct of and discipline in factory.....	2	
Complaint against shop chairman.....	2	
Dispute in price making.....	1	
Union refuses apprentice to cutter.....	1	
Cases filed by unions:		
Alleged wrongful discharge.....	6	55.6
Discrimination against individuals.....	3	
Paying under weekly scale of wages.....	3	
Dispute in price making.....	3	
Nonprotocol conditions in shop.....	2	
Inside subcontracting.....	2	
Nonpayment for Jewish holidays.....	2	
Shop lockout.....	1	
Illtreatment of employees.....	1	
Unregistered contractor's shop.....	1	
Inequitable distribution of work.....	1	
Total.....	45	100.0

Of the 45 cases filed by both sides, 20, or 44.4 per cent, were filed by the association, while 25, or 55.6 per cent, were filed by the unions. On the association side, the largest number of dropped cases (14) were complaints against shop strikes. On the side of the unions, the largest number of dropped cases (6) were complaints against wrongful discharge of men.

The remainder of the dropped cases that were filed by the unions are distributed as follows: Discrimination against individuals, 3; paying under weekly scale, 3; disputes in price making, 3; nonprotocol conditions, 2; inside subcontracting, 2; nonpayment for Jewish holidays, 2; shop lockout, 1; illtreatment of employees, 1; unregistered outside shops, 1; inequitable distribution of work, 1.

WITHDRAWN CASES.

Seven cases were withdrawn. The table following classifies these cases according as they were filed by the association or the unions, and according to the nature of the complaints.

WITHDRAWN CASES, CLASSIFIED BY NATURE OF GRIEVANCES AND BY COMPLAINANTS.

Classification of grievances.	Number of cases.	Per cent.
Cases filed by association:		
Shop strike.....	1	14.3
Cases filed by unions:		
Discrimination against individuals.....	2	85.7
Alleged wrongful discharge.....	1	
Nonprotocol conditions in shops.....	1	
Duplicates made by week.....	2	
Total.....	7	100.0

The association withdrew 1 case, a complaint against stoppage of work. The unions withdrew 6 cases. With reference to the grievances complained of by the unions in these cases the distribution is as follows: Discrimination against individuals and duplicates made by week, 2 each; alleged wrongful discharge and nonprotocol conditions, 1 each.

DISAGREEMENT CASES.

Counting as 1 case the 12 Columbus Day cases which involved but one issue, the board of grievances was unable to reach an agreement in only 9 of the cases referred to them. The number and per cent of these cases filed by the association and by the unions and the nature of the complaints are shown in the following table:

DISAGREEMENT CASES CLASSIFIED BY NATURE OF GRIEVANCES AND BY COMPLAINANTS.

Classification of grievances.	Number of cases.	Per cent.
Cases filed by association:		
Shop strike.....	3	33.33
Cases filed by unions:		
Discrimination against individuals.....	2	66.67
Irregular settlement of prices.....	2	
Nonpayment for legal holidays.....	1	
Shop lockout.....	1	
Total.....	9	100.0

¹ 12 Columbus Day cases are considered as 1 case.

As might have been expected, the issues in the cases on which the board of grievances could reach no decision were of a grave nature, involving important fundamental principles. The shop strike issue, together with its counterpart, the lockout, supplied almost one-half of the total number of these cases. The remaining cases upon which the board of grievances could not agree were as follows: Two cases of discrimination against individuals; 2 cases involving irregular price settlement; and last, but not least, the Columbus Day controversy (nonpayment for legal holidays), a detailed account of which is given on page 41.

The relative percentages of deadlock cases (with reference to the total number filed by each complainant) is 5.26 for the association and 5.41 for the union, considering the Columbus Day cases as 1 case.

Cases 446 and 1308, and case 3745, etc. (relating to Columbus Day), came up before January, 1913. The first two cases arose in 1911, while the last case came up in October of 1912. The records in cases 446 and 1308 are meager and incomplete, thus making it difficult to get at the detailed facts.

In case 446, as can readily be seen from its very nature as shown in the detailed statement on page 40, there was no disagreement as to the facts.

Although the records of the board of grievances give the disposition of case 1308 as "Issue to be framed for board of arbitration upon statement of facts," the original records of the case, though incomplete, do not seem to indicate that the real trouble was caused by a disagreement on the facts. The firm, in reorganizing the factory, discharged part of the force of one of their departments. The owners claimed that they wanted to reduce expenses by giving up an entire floor, and that no people had been engaged to take the places of those who were discharged. The unions, however, insisted that their members were discriminated against. Apparently, the motive rather than the act of the firm was under dispute.

In case 3745, etc., the difficulty arose over the alleged difference of opinion in the interpretation of the holiday clause of the protocol.

The main points of contention in cases 5164 and 6335-6338 were whether stoppages act as causes for the immediate automatic discharge of the men, even while the case is under investigation. In case 5166, too, the motive rather than the facts were in dispute. The association maintained that the man was discharged for misconduct, while the unions insisted that he was discharged for union activity.

Thus, the causes of the deadlocks of the board of grievances can scarcely be attributed to the inability of the members to agree upon the facts involved.

Though there were disagreements with reference to the facts and dates in the last four cases, 6335-6338, these were not the chief points of contention at the time the board of grievances disposed of them. The chief difference of opinion in these cases, as can be seen from the arguments before the board, was in the interpretation of the temporary settlement effected by the clerks, viz: Whether the men who were discharged after the first stoppage had to be allowed to resume work, too, on the basis of the temporary settlement of the second stoppage.

Following is a summarized account of each of the cases upon which the board of grievances failed to agree and which were finally referred

to the board of arbitration. Of these cases the one numbered 5166, taken by itself, was not a disagreement case. It was classified as such, however, because of its close connection with case 5164 against the same firm. The records of these two cases, as well as the references to them, are frequently intermixed and interchanged.

SUMMARY OF CASES UPON THE DISPOSITION OF WHICH THE BOARD OF GRIEVANCES DISAGREED, APR. 15, 1911, TO OCT 31, 1913.

Number.	Date of filing.	Filed by—	Nature of grievance.	Issue involved.	Facts established.	Remarks.
446	June 7, 1911.	Association.	Irregular price settlement; shop chairman present at settlement of prices with outside shop.	(1) Unions insisted that shop chairman should be present at settlement of prices with outside shops; (2) inside workers refused to settle prices unless outside workers were present; (3) inside workers wanted to be represented at meeting for making prices with outside shops.	Agreement on facts; disagreement as to legality of shop chairman being present at settlement of prices with outside shops.	Case submitted to board of arbitration; in the meantime, settled garments to be made.
1308	Nov. 16, 1911.	Unions.	Discrimination against individuals.	Discrimination.....	Agreement on facts; firm, in reorganizing factory, discharged part of department; claims wanted to give up entire floor; no other workers engaged; motive, not acts under dispute.	Submitted to board of arbitration.
3745, etc.	Oct. 8, 1912.	Unions.	Payment for Columbus Day.	Columbus Day fell on Saturday; all men usually working on Saturday were paid for holiday; unions wanted men who worked Sundays instead of Saturdays to be paid for holiday, too.	Agreement on facts; disagreement as to the interpretation of the holiday clause of the protocol.	Submitted to board of arbitration; board of arbitration decided for association.
5164	Apr. 14, 1913.	Association.	Stoppage of work.	Stoppage of work, and subsequent discharge of men. Is it legal to discharge men for stoppage while case is being tried?	Agreement on facts..	Submitted to board of arbitration.
5166	May 3, 1913.	Unions.	Wrongful discharge (for union activity).	Wrongful discharge.	Agreement on facts; disagreement as to motive; firm claims discharge absolutely necessary for discipline of factory; discharged for misconduct, not for union activity.	Submitted to board of arbitration to be tried on May 15; the unions were ready to withdraw case from board of arbitration if board of grievances would grant rehearing; board of grievances refused.

SUMMARY OF CASES UPON THE DISPOSITION OF WHICH THE BOARD OF GRIEVANCES DISAGREED, APR. 15, 1911, TO OCT. 31, 1913—Concluded.

Number.	Date of filing.	Filed by—	Nature of grievance.	Issue involved.	Facts established.	Remarks.
6335	Aug. 7, 1913.	Unions..	Irregular price settlement.	Union charges: Irregular price settlement, and lockout, on Aug. 7. Association charges: Stoppage of work on Aug. 8 and 13.	(Shop chairman discharged for smoking; complaint, case investigated, and clerks disagreed; went to board of grievances; subsequently chairman taken back; on Aug. 5 two numbers settled, apparently in regular way; Aug. 7 firm reports stoppage on settled numbers; Aug. 8 some people came at 8.10 a. m.; were not allowed to work till 1 p. m.; late comers called out those who worked; association charged stoppage; unions complained of lockout; Dr. A. and Mr. W. put people back to work; when they left, firm refused to let shop chairman and price committee resume work; unions claim that Dr. A. and Mr. W.'s temporary settlement included also chairman and price committee, that they, too, had to return; association insists that matter of chairman and price committee was not included in temporary adjustment. (Mention should be made of the fact that these people were discharged after the first stoppage and before the second stoppage took place.)	Submitted to board of arbitration.
6336	Aug. 7, 1913.	Unions..	Lockout.....			
6337	Aug. 8, 1913.	A s s o c i a t i o n .	Stoppage of work.			
6338	Aug. 12, 1913.	A s s o c i a t i o n .	Stoppage of work.			

The following statement, taken from the records of the board of grievances, gives a detailed account of each of the nine disagreement cases:

CASE No. 446.

COMPLAINT BY: Unions.

DATE OF COMPLAINT: June 7, 1911.

NATURE OF COMPLAINT:

Shop chairman present at settlement of prices with outside shops.

ISSUES INVOLVED:

1. Inside workers refused to settle prices unless outside people were present.
2. Inside workers wanted representation in outside shops.
3. Unions claimed shop chairman must be present at settlement of outside prices.

The right of the shop chairman to be present at a settlement of prices with an outside shop when the garments to be settled are to be made exclusively outside.

CONTENTION OF UNIONS: ———.

CONTENTION OF ASSOCIATION: ———.

ABSTRACT OF FACTS ESTABLISHED: ———.

DISPOSITION:

Question to be submitted to counsel for framing for board of arbitration. Pending decision settled garment must be made.

DATE: July 7, 1911.

RECORD: Minutes of board of grievances, page 70.

CASE No. 1308.

COMPLAINT BY: Unions.

DATE OF COMPLAINT: November 16, 1911.

NATURE OF COMPLAINT:

Firm in reorganizing factory dismissed part of the employees of one of their departments.

ISSUES INVOLVED:

Discrimination.

CONTENTION OF UNIONS:

Issue involved question of discrimination.

CONTENTION OF ASSOCIATION:

Admit discharge, but claim there was no discrimination. Firm intended to give up entire floor. No other people were engaged.

ABSTRACT OF FACTS ESTABLISHED:

Agreement on facts. Disagreement as to the motive.

DISPOSITION:

"To be framed for board of arbitration upon statement of facts."¹

DATE: November 29, 1911.

RECORD: Minutes of board of grievances, page 94.

CASE No. 3745, Etc.²

COMPLAINT BY: Unions.

DATE OF COMPLAINT: October 8, 1912.

NATURE OF COMPLAINT:

Claim for payment for Columbus Day.

ISSUES INVOLVED:

Difference of opinion over interpretation of "payment for holiday" clause of the protocol.

CONTENTION OF THE UNIONS:

"In consideration of the fact that Columbus Day will be celebrated on Saturday, October 12, it was the consensus of opinion that our members who work on Sunday all year around are entitled to the same benefits as those who work on Saturday, and in the event of their working on Sunday, October 13, they will naturally lose the benefits of this holiday. Also the fact that a certain class of manufacturers whose employees do not work on Saturday could be called discrimination against those manufacturers as well as our people. Therefore, the joint board, in meeting assembled on Saturday, October 5, decided the following:

"Those members of our union who do not work on Saturdays all year around will not be permitted to work on Sunday, October 13, for the reason that Saturday, October 12, is Columbus Day, and the week workers are to be paid for the holiday same as in regular holiday weeks."

¹ It is difficult to see how this disagreement could relate to the facts. Apparently the motive, not the facts, were in dispute.

² Twelve complaints were filed simultaneously, numbered as follows: 3745, 3751, 3759, 3762, 3767, 3768, 3770, 3771, 3782, 3783, 3829, and 3877.

CONTENTION OF THE ASSOCIATION:

"We must again protest at the action on the part of your joint board in attempting to make amendments to the protocol without even the courtesy of consideration of us. Of course, your decision can have no binding effect, but the announcement of such decisions tends to make for friction and trouble.

"With reference to the celebration of Columbus Day, there is no rational or legal justification for the position that your board has taken. Paragraph 7 of the protocol agreement provides that 'employees shall not be required to work during the 10 legal holidays as established by the laws of the State of New York. All week workers to receive pay for legal holidays.' " Now, what constitutes legal holidays as established by the laws of the State of New York is covered by section 24 of the general construction law of the State of New York (Laws of 1909, chap. 27), wherein the term "holidays" and "half-holidays" is described as follows (quotation):

ABSTRACT OF FACTS ESTABLISHED: ———.

DISPOSITION:

The board of grievances without any formal discussion, submitted the question to the board of arbitration for final adjudication.¹

DATE: November 11, 1912.

RECORD: Minutes of board of grievances, page 182.

CASE No. 5164.

COMPLAINT BY: Association.

DATE OF COMPLAINT: April 14, 1913.

NATURE OF COMPLAINT:

Association charged cessation of work.

ISSUES INVOLVED:

Cessation of work and subsequent discharge of men.

CONTENTION OF THE UNIONS:

Manufacturer discharged men while decision in case was pending. Would like to have rule of reason. When there is a stoppage, can not be expected to put men back to work in 15 minutes.

Under common law employer is to furnish fit place to work. Protocol did not abrogate common law. It is not right for firm to discharge. It should go to board of grievances.

Firm is trying to introduce new conditions. Can not do it without consent of union. Men were right in refusing to work, because contrary to protocol new conditions were introduced.

CONTENTION OF THE ASSOCIATION:

Men were discharged because they stopped work and refused to go back by order of clerks.

It could not be a sanitary strike, because firm had certificate from joint board of sanitary control.

Men can not stop work because they were put to work on different spot. Union justified stoppage for two days.

Manufacturer has a right to arrange his factory in any way he pleases. Men can complain, but they can not stop work.

1. The action of the union can not be considered a sanitary strike.

¹ Decision of the board of arbitration: The board sustained the contention, made by the association, that the action of the joint board of cloak makers' unions in issuing the order forbidding certain of its members from working on Sunday, October 13, was irregular and in violation of the spirit of the protocol and of the rules and practices thereunder. No action ought to have been taken by the joint board in this matter without first communicating with the proper officers of the association, and, in the case of difference, submitting the question to the board of grievances for consideration.

2. Union ordered that people must be put back to work.

3. Firm has right to insist upon putting people back to work, or to discharge them after they refused to obey the clerks.

ABSTRACT OF FACTS ESTABLISHED:

Agreement upon the facts.

DISPOSITION:

Submitted to board of arbitration for final adjudication.¹

DATE: May 15, 1913.

RECORD: Minutes of board of grievances, page 211.

CASE No. 5166.

COMPLAINT BY: Unions.

DATE OF COMPLAINT: May 3, 1913.

NATURE OF COMPLAINT:

Alleged wrongful discharge of a presser.

ISSUES INVOLVED:

Alleged wrongful discharge. Picketing.

CONTENTION OF UNIONS:

Presser was discharged, but upon order of clerks reinstated. He was to go back to work on Monday. On Saturday presser came to the shop, but had to wait outside. Employer and deputy clerks saw him and accused him of picketing. Presser claimed he was only waiting to go to shop meeting, as he was to resume work on Monday. He was then told he was discharged for picketing. Unions claim wrongful discharge.

CONTENTION OF THE ASSOCIATION:

Man agitated against other workers, called them scab, etc. He used violent language, attacked superintendent who told him not to do it. Grave offense, because of the April affairs² and general picketing. Man was not discharged for union activity; he was discharged in the interest of discipline in the factory, according to protocol.

ABSTRACT OF FACTS ESTABLISHED:

Man apparently did call his fellow workers "nonunion men," "scabs," etc. He did tell them there was a strike on, etc.³

DISPOSITION:

Submitted to the board of arbitration.⁴

DATE: May 15, 1913.

RECORD: Minutes of board of grievances, page 211.

CASES Nos. 6335-6338.⁵

COMPLAINT BY:

6335, 6336—Unions.

6337, 6338—Association.

¹ In this case the union insisted from the start that they did not want case settled by board of grievances; they wanted it to be submitted to the board of arbitration.

² The —— firm on Apr. 17 discharged one of their departments. Unions complained of lockout, but passively permitted other men to take their places.

³ Dr. HOURWICH. When one of them (men in the factory) came to him (discharged presser) and asked him what his opinion was, as an American citizen, free to express his opinion (he did not give any orders). "Why," he told him, "you ask me for my opinion. I understand that you are a scab."—(Special meeting, board of grievances, May 15, 1913, p. 30.)

⁴ The board of arbitration was to try the case on May 15. A few days before that the representatives of the unions informed the board of grievances that they, the unions, would be willing to withdraw case 5166 from the board of arbitration if the board of grievances would agree to rehear the case. The board of grievances refused. On May 15, a few hours before the session of the board of arbitration, the unions withdrew the case.

⁵ The facts in all these cases are so interwoven that all four must be described together.

DATE OF COMPLAINTS:

6335, 6336, August 7, 1913.

6337, August 8, 1913.

6338, August 12, 1913.

NATURE OF COMPLAINTS:

6335, Irregular price settlement.

6336, Lockout.

6337, 6338, Stoppage of work.

ISSUES INVOLVED:

Besides those which have already been mentioned under "Nature of complaints," a difference of opinion as to the interpretation of the temporary settlement effected by the deputy clerks, arose.

CONTENTIONS OF THE UNIONS:

The record of the firm is known to all the clerks of both sides. A point has been reached where the clerks find themselves unable to adjust matters in this factory. Although on many previous occasions the clerks were told that the shop chairman was "one of the best," he later had been wrongfully discharged. One Monday Mr. —— [of firm] called in the shop chairman and ordered that certain garments be settled cheaply. The man replied that he had no power to do this. A few days later the man was discharged on the pretext that he was smoking in the factory. It was proven that on previous occasions when Mr. —— was settling prices there some of the people, including the shop chairman, were smoking, and when Mr. —— called the attention of the firm to the fact he was told that the firm did not care. Upon investigation of the alleged wrongful discharge the clerks decreed that the shop chairman ought to be reinstated. The firm, however, refused to act upon their recommendation.

On July 16 the man was again given employment. He was again asked to settle prices cheaply, but again he refused. The firm then spoke to Dr. A. informing him that the people had agreed to make a special price on a garment—to cut 300 garments of that number—and the firm wanted to know whether this was permissible.

Dr. A. then dictated a statement as to what would be permissible. On the basis of this statement the firm asked the man to sign a special price on the garments. Under protest it was signed by the price committee.

The price committee then went to the union headquarters, where Mr. W. advised them of the nature of the statement of Dr. A., its nonbinding character in the case of nonexistence of any previous consent of the men. The men, however, were instructed to continue work pending investigation by the clerks.

On August 7, when the operators reached the factory, about 10 minutes after 8, they were informed that they could not start work until 1 o'clock.

On August 8 Dr. A. and Mr. W. went to the factory to adjust all the grievances; they ordered the people back to work, which they did. The firm, however, insisted that they would not permit the shop chairman or price committee to come back to work. The clerks left the firm with the understanding that all employees were to be permitted to resume work pending investigation.

No sooner had the clerks left the shop than Mr. —— [of firm] ordered the shop chairman and price committee to leave the factory immediately.

CONTENTION OF THE ASSOCIATION:

Association charged stoppage of work on August 8 and 12, 1913.

On July 23, 1913, the unions complained that the shop chairman had been discharged. An investigation was made on the same day by Mr. G. and Mr. Z., and a disagreement resulted.

On Saturday, July 26, and on July 28 Dr. A. attempted to settle the cases, but without success. The firm and the unions then agreed to have the issues tried before the board of grievances.

CONTENTION OF THE ASSOCIATION—Concluded.

On Wednesday, July 30, the office of the association was informed that matters had been straightened out. Subsequent to that the firm negotiated the settlement of prices and consulted the office in regard to same.

There exists a price settlement on two numbers, signed by the shop chairman and other people on August 5, 1913. On August 7, 1913, the firm reported that the people repudiated the price settlement of August 5 and had stopped work.

On August 8, 1913, Dr. A. and Mr. W. put the people back to work. There was considerable excitement in the shop on the part of the firm; it claimed that the stoppage of work was instigated by the shop chairman.

After the clerk left the firm discharged the shop chairman, his partner, and two others on the ground that it was impossible to conduct business while those people were present in the shop.

In the meantime, between August 8 and August 13, the people again stopped work. They were put back to work, but, on the Thursday following, stopped again.

Association claims that people refused to work on settled numbers on August 7 and 8.

ABSTRACTS OF FACTS ESTABLISHED:

The shop chairman was discharged for smoking. An investigation was made on July 16 and the clerks disagreed. The case was then to go to the board of grievances, but in the meantime the firm and the man got together, and on July 30 the association was informed by Mr. ——— [of firm] that the matter had been adjusted. Subsequently two numbers were settled (August 5). A special rate was agreed upon, on condition that 300 garments were to be cut. This settlement of prices is admitted to have been regular.

On August 7 the firm reported a stoppage of work, which in its opinion was at the instigation and due to the misconduct of the shop chairman, who wanted sum of money for settling the prices on August 5.

On August 8 some of the people came to work at 10 minutes after 8 a. m.; they were informed that they could not work until 1 o'clock. The late comers then called out the rest of the people.

On the basis of this fact, the union claimed a technical lockout (men were prevented from working) while the association filed a complaint for stoppage.

On the same day Dr. A. and Mr. W. went to the factory to settle the difficulties. They ordered the people back to work, without going into the details of the case, Dr. A. claiming that the discharge case was of no concern at that moment, that the only matter to be handled was the stoppage and lockout. The association claimed that the discharge was outside of the whole problem at that moment, stoppage and lockout.

The union, however, claimed that the discharge matter was included in the temporary settlement, and that in sending the people back to work it was understood that all the workers, including the discharged men, were to be taken back pending an investigation.

DISPOSITION: Submitted to the board of arbitration.

DATE: September 5, 1913.

RECORD: Minutes of board of grievances, page 214.

COMPREHENSIVENESS OF THE WORK OF THE BOARD.

By comprehensiveness here is meant a certain way of investigating facts and of rendering decisions that makes difficult the miscarrying of any decision handed down or the avoiding of its application in a roundabout, extralegal way.

The board of grievances is something more than a legislative institution or a court of conciliation. Though precedents are established

and followed, the difference between the formal and the real is not so great as in most of the legal institutions of our day. It has the advantage of being more or less informal.

The impartial student of the records of the board of grievances for the last 30 months will, doubtless, come to the conclusion that the work of the board was very comprehensive, indeed.

Many cases bearing upon this point could have been cited without difficulty; it was deemed sufficient, however, on account of lack of space, to limit these to only two—one in which the decision rendered was in favor of the association, and the other in which the decision was in favor of the unions.

The contention that the board "always compromised"¹ is not altogether true. It must be admitted that where the facts were accessible and the issues clear, the board did not hesitate to hand down (frequently by unanimous vote) decisions favoring or criticising either side.

The cases given below in detail—253, for the association, and 6,316 for the unions—are fair illustrations of the comprehensiveness of the work of the board. Only cases involving the settlement of fundamental and grave difficulties, stoppages and discrimination—grievances complained of most frequently—have been selected.

The fact that a large proportion of the cases (29.58 per cent of the total of 179 cases) have been compromised, must not be attributed to the nature or constitution of the board of grievances. The percentage of cases showing imperfect judgment on the part of the association and the unions—dropped and withdrawn—is almost as high as the percentage of those that have been compromised by the board of grievances.

The fact that a large percentage of cases have been compromised merely indicates that in most of the cases that came up before the board the issue was not a wrong or an injustice committed by one side or the other, but merely an adjustment required by the exigencies of the moment in the interest of peace and harmony in the industry.

CASE No. 6316.

No. 8001. Rec'd 7-16-13.

JOINT BOARD OF THE CLOAK
AND SKIRT MAKERS' UNIONS OF NEW YORK,
New York, July 15, 1913.
Complaint against _____.

CLOAK, SUIT, AND SKIRT MANUFACTURERS' PROTECTIVE ASSOCIATION,
200 Fifth Avenue, New York City.

GENTLEMEN: We are informed that the above-named firm discriminates against Finisher _____ by giving him no work.

Please investigate this matter and take such action in the same as may be proper.

Very truly, yours,

_____,
Chairman Committee on Mediation and Arbitration.

¹ "We must ask for more justice and less adjustments." *New Post*, Aug. 13, 1913.

INVESTIGATION BY MR. G. AND MR. Z., JULY 15, 1913.

On Tuesday, July 15, 1913, Mr. Z. and Mr. G. went up to investigate a complaint that the firm was discriminating against Finisher ———.

The superintendent and the foreman claimed that the man had spoiled some garments, and that the firm had the right to discharge this man on the ground of incompetency.

Mr. G. and Mr. Z. examined the garments in question, and the following facts were established:

I. The sleeves in two of the garments were mixed up. The firm claimed that it was the finisher who made the mistake. The finisher claimed that he had basted the sleeves and had given the operator the bundle of garments, and that the operator was just as much at fault in sewing in the wrong pairs of sleeves as he was. It was therefore not clearly established that the finisher was to blame in this case.

II. The finisher claimed that he was being discriminated against because, on Saturday, July 12, he told the chairman he would not baste a certain piece of work, as the sample had been settled without basting. He claims that from that time on the foreman was "looking for him." The shop chairman testified to this fact.

III. The finisher was willing to fix the garments and bear the expense thereof.

Upon weighing the evidence in the case, it appeared to the clerks that the foreman was discriminating against the finisher.

The clerks presented the facts of the case to Mr. ——— [of the firm] and told him that, since the most competent man can make a mistake in these fancy plush coats, and since the man worked in good houses before, and since he was acting in good faith and was willing to repair the damage, he ought to be given another chance, and that, if he were incompetent or caused any trouble, the association would take him down. Mr. ——— claimed, however, that the superintendent and the foreman were the final judges in the case. They absolutely refused to take the man back upon request of Mr. G. The matter was then referred to the clerks to enforce the adjustment.

(Signed) _____

(Signed) _____

NEW YORK, August 7, 1913.

Mr. _____,

*Gen'l Mgr., The Cloak, Suit, and Skirt Manufacturers' Protective Association,
Rooms 1312-1314, No. 200 Fifth Avenue, New York City.*

DEAR SIR: Referring to the complaint of the union in regard to the discharge of the Finisher ———, and the decision of the deputy clerks of the board of grievances, we hereby appeal from the decision of the board, and respectfully request a hearing.

Yours, very truly,

AUGUST 12, 1913.

Messrs. _____, *New York City.*

GENTLEMEN: In reference to your appeal from the decision of the clerks of the board of grievances, about the charge of discrimination against Finisher ———, filed by the union, I beg to state that a meeting of the board of grievances to take up this case will take place on Wednesday, August 13, at the office of the association, at 4.30 p. m.

Please arrange to be present at the time with such evidence as you have to submit in support of your appeal.

By order of the chairman of the board of grievances,

_____, *Clerk.*

August 16, 1913.

Messrs. ———, *New York City.*

GENTLEMEN: In reference to your appeal from the decision of the clerks about the case of Finisher ———, I beg to inform you that the board of grievances, after a thorough rehearing of the case and all the evidence in relation thereto, as submitted by both sides, has voted that the decision of the deputy clerks be sustained.

In accordance with the rules of the board of grievances, the board has voted that Finisher ——— be reinstated in his position and that he furthermore be paid for his lost time during the time of July 15 to the present time.

He is entitled to a share of the average earnings of the finishers of that department during that time.

Please see to it that the decision of the board of grievances, which is final, will be carried out.

Very truly, yours,

—————,
Chairman Board of Grievances.

August 31, 1913.

THE JOINT BOARD OF THE CLOAK AND SKIRT MAKERS' UNIONS,
49 East Nineteenth Street, New York City.

GENTLEMEN: Inclosed please find check for \$109.22, representing the amount due to Finisher ———, at ———. The amount represents the average earnings of a finisher and helper, week of April 15 to date. Please acknowledge receipt of check and oblige.

Yours, very truly,

—————,
Manager, Labor Dept., Cloak, Suit, and Skirt Mfrs. Protective Ass'n.

New York, August 23, 1913.

Received from Cloak, Suit, and Skirt Mfgs. Ass'n, one hundred nine 22/100 dollars, in full payment of Finisher ——— against ———.

(Signed) ———,

Deputy Clerk Joint Board Cloak Makers' Union.

CASE No. 253.

NAME OF THE FIRM: ———.

DATE OF COMPLAINT: April 24, 1911.

ISSUES INVOLVED:

People stopped work because a man was discharged. Refused to go back and were discharged. At the request of the unions, some of the people were taken back as individuals.

Shortly afterwards the firm complained to the association that workmen were being advised not to work for them because of an unsettled strike, etc. This matter was brought up before the board of grievances at its session of May 4, 1911. The following resolution was then unanimously passed:

Carried unanimously that the joint board of cloak makers' unions be requested to send to the manufacturers' association an official statement of the action taken by the joint board in regard to the conduct of the men of the firm of ——— who, contrary to the orders of the union officials, stopped work.—(Minutes, p. 46.)

In some way, however, the unions did not succeed in preventing some of their members from advising their friends to keep away from the firm of ———. A special meeting of the board of grievances was then called on May 10, 1911.

Upon motion of Mr. ——— case of ——— was taken up as special order of the day.

After discussion, the following resolution was unanimously adopted:

1. That advertisements be placed in the papers in which notices and announcements affecting the cloakmakers are usually put, to the effect that "there is no strike with the firm of ———," that the union men may work with said firm, and that the joint board warns all union men against picketing and trying to induce the workmen not to work for the said firm, and that such picketing will be punished by the joint board even to the extent of expulsion from the union.

2. That a meeting of the former employees of the firm of ——— be held at the earliest possible moment and that union officials attend meeting and warn the men to cease picketing against the firm of ———. (Minutes, p. 48.)

The following extracts of testimony, given at the hearings before the board of arbitration, illustrate also the comprehensiveness of the work of the board of grievances:

Mr. ——— (counsel for association). I want, in fairness to my client, to make this point upon the record, in the face of what counsel has said, that there never has come before the board of grievances a case where testimony from a worker has been required, that the board has not seen to it that the worker was protected, and in several cases it means very serious consequences to employers who utilized their power to punish witnesses before the grievance board.

Mr. ——— (counsel for unions). That is correct.¹

DEVELOPMENT OF A WORKING CODE OF RULES.

Attitude of men who administer the protocol as to precedents.

At a meeting of a joint conference, April 28, 1911, the chairman, Mr. Meyer, said: "This conference is to establish a mode of procedure, so that in the future, laws, not men, will rule in the trade."

At a meeting of another joint conference, February 3, 1913, the chairman, Mr. Silberman, in speaking of the methods used by the board of grievances in the handling of cases, said:

The method of the board of grievances has been that cases would come up and would be decided. A case once decided was simply a precedent for all future cases.

We can only avoid trouble by having the rules of the board of grievances carried out, so that the clerks could keep at work on the same lines, and it was once an understood fact that once a rule or decision was passed by the board of grievances it was to take effect at all times.

The chairman later quotes the general secretary treasurer International Ladies' Garment Workers' Union, as saying: "I agree with you that the rules of the board of grievances should hold good for all association" (evidently meaning cases).²

The chief clerk for the joint board at that time, however, was not so certain about the establishment of precedents.

¹ Proceedings, meeting of board of arbitration, October 12 and 13, pp. 352-353.

² Joint Conference, Feb. 3, 1913. Record, p. 153.

At a special meeting of the board of grievances¹ to consider the ——— case, he is reported as saying:

Now as to precedents * * * now, these precedents are not legal adjudications at all. These precedents have not been established by the board of arbitration.

The chairman of the board took exception to his remarks, as follows:

That the Supreme Court has overruled itself by the rule of reason may be right or wrong, I do not know. But if we were to overrule our decisions, we would simply go back into a chaotic state as it was prior to the signing of the protocol. If we were to decide to-day in one shop in one way and to-morrow overrule our decisions and decide another way you can see what chaos that would bring us to. It would mean that one manufacturer would be more favored than another; he receives one decision and another manufacturer receives another decision.²

The following is a statement of the labor manager of the association on the question of precedents:

Precedents are established and rulings made, and you can not get away from them.

If you want to know what a lockout is, the board of grievances had this situation about a year ago. It was case 2219.

There is case 253, when people stopped work and were discharged. Here is the record.

Here is case 3504, ———. The people stopped work; the people were told to go back to work next day; they refused to go and were discharged.

Here is the ——— case, 3708. They did not want to go back to work, and were discharged.³

The board of arbitration, in section 2 of the findings on the Columbus Day controversy, has the following to say:

The arbitrators deem it of great importance that all appearance of arbitrary action on the part of the association and of the union shall be avoided, and that the rules and practices adopted to advance the amicable consideration of differences that must inevitably arise from time to time should be carefully observed.

The attitude of the board of grievances itself on the matter of precedents can be seen from the following, one of the many, records:

The board took up cases 4207, 4368, 4369, ———. After discussion, the board voted that Dr. A. and Mr. L. be appointed a committee of two to adjust the matter in accordance with the rules and previous decisions of the board.⁴

Generally speaking, the majority of the men quoted here, in fact all but one, agree on the necessity and actual existence of such precedents. Indeed, it is difficult to see how peace and particularly equal-

¹ Meeting of board of grievances, Apr. 18, 1913, record, p. 32.

² *Ibid.*, p. 33.

³ Special meeting, board of grievances, Apr. 18, 1913, record, p. 28.

⁴ Special meeting, board of grievances, Dec. 13, 1913, record, p. 193.

ity in treatment of the numerous organizations involved could be accomplished without them.

Rulings.

DUPLICATES.

The matter of duplicates has been a constant source of disagreement for quite a while. Here the necessity for definite rulings on the matter became apparent. On May 17, 1911, the following resolution with reference to duplicates was adopted:

Resolved. 1. That the term duplicate be confined to salesmen's samples only.

2. All salesmen's samples should be made before prices are adjusted on stock.

3. Members of the association will be instructed to advance on account a reasonable amount to the men while they are working on duplicates. If this amount later appears to be too much the union is responsible for the refund. If it be too little, the association will hold itself responsible for the shortage.

4. If, in adjusting prices after the duplicates are made, there is a disagreement, the board of grievances will take up these cases for adjustment.

Resolved, That an identical garment made like the sample, but of different cloth and with a different number, can in no way be considered a sample.

It was resolved as the sense of the joint conference that a letter be sent to the members of the association that the association will not be held responsible for any trouble in outside shops, the name and location of which is not sent to the office; that the time for installation of electricity will expire on July 1, and that no further extension will be granted.

On December 20, 1911, a complaint (No. 1448) involving the question of bonuses on duplicates was made. The difference of opinion arose because of the different interpretations given by the opposite sides to the resolution passed on May 17.

The complainant, the association, contended that there can not be any stoppage of work on duplicates pending a dispute over bonus; that the bonus is to be adjusted after duplicates are made. It was agreed that the duplicates must be made pending the decision on the bonus.

On April 4, 1912, another complaint (No. 2209) of the same nature arose. The firm of ——— filed a complaint to the effect that their men refused to work on duplicates before the bonus had been settled.

The association contended that, as in case No. 1448, duplicates must be made while the decision on the matter of the bonuses was pending. The union, however, contended that No. 1448 was a special case; that the ruling in that case could not be applied.

On issues involved the chair ruled that the arrangement made in regard to the making of duplicates by the joint conference on May 17, 1911, must be observed, and that all duplicates must be made and that all disputes in relation to duplicates must be adjusted by the clerks. A committee to settle the special case in regard to bonus in this shop was appointed.¹

¹ Minutes of board of grievances, May 8, 1912.

On May 25, 1911, in case 279, the board of grievances passed the following resolution:

Carried unanimously that hereafter it will be considered a violation of the rules of the board of grievances to have duplicate samples made otherwise than by piecework, and that members of the association are notified to that effect.

This ruling was made in the decision on case 279. Case 394, also involving the same matter, was withdrawn. The specific disposition of the cases, as given in the record, was: "Case withdrawn, rule as above" (meaning 279).

Case 410 was decided in favor of the union on the basis of the precedent of May 17, 1911.

PAYMENT FOR HOLIDAYS.

Previous to March 18, 1911, many complaints arose because of the fact that many workmen, though having worked only part of the week in which specific holidays occurred, claimed pay for holiday in full.

On March 18, 1911, the board of grievances passed the following resolution:

Motion made by Mr. S., seconded by Mr. Z., when a holiday comes and men are working on part time, all such men working on part time shall receive pro rata pay for that holiday, which was accepted.¹

This motion has become a part of the common law of the trade. Nobody even claims to receive for holidays more than the pro rata sum allowable. It has ceased to be a problem for the deputy clerks. If a case creeps in occasionally, they have no difficulty in agreeing upon its disposition.

WEEK WORKER.

On July 12, 1911, the unions complained against the firm of ——— (case 622) for discharging a finisher in the middle of the week. The issue raised was whether a week worker discharged in the middle of the week, is entitled to full week's pay. The board of grievances decreed that the finisher be paid for full week.

On November 16, 1911 (Minutes, p. 90), the board of grievances passed the following resolution:

The following motion was adopted as the standing rule of the board of grievances:

All sample hands and cutters coming to work on Monday morning, or at any time during the week, shall work during the entire week or for the remainder of the week, as the case may be. If laid off during the week, they shall be paid for the entire week. Sample hands and cutters leaving their jobs during the week shall not be entitled to any pay for any work which they performed during any part of that week.

Carried that all cases pending before the board of grievances, involving the foregoing motion, shall be adjusted by the clerks.

¹ Meeting of board of grievances March 18, 1911, page 21.

On November 29, 1911, in case of the ——— company, a resolution supplementing the one just quoted was passed. It was to the effect that:

The rule adopted on November 16, 1911, in regard to cutters and sample makers shall not apply to cutters and sample makers who are working in a factory for the first week; the first week shall be known as the trial week. In such a case, when a firm discharges an employee during the week, or if a man leaves his job during this week, compensation shall be paid for the actual amount of time in days and hours that the man has worked. (Minutes, p. 93.)

Since November 29, 1911, only two cases of this nature have come before the board of grievances. Both were decided (one in favor of unions and the other in favor of the association) on the basis of the ruling of March 16, 1911.

UNDERSCALE.

In order to encourage immediate action in cases of underscale payments the board of grievances, on March 18, 1911, (Minutes, p. 22) on a motion by Mr. P., seconded by Mr. S., ruled that "the association will hold itself liable for only one week's nonpayment of scale previous to complaint being filed," which was adopted.

PRICE SETTLEMENTS.

Very frequently, the matter of duplicates and of samples amount to what may also be called price settlement. To this extent the matter of price settlement has been more or less fully treated under the heading of duplicates.

However, with reference to what constitutes a regular price settlement, the board of grievances on June 1, 1911 (p. 63), passed the following resolution:

If a case comes up before the board of grievances in regard to a disagreement on prices, and it appears that the price lists have been duly signed by the committee and the employer, and that the price committee has been duly elected at a shop meeting at which a majority of the shop were present—in such cases the board would consider the question of prices a proper adjustment, and there would be no case before the board.

CHANGING OF PIECE PRICE DURING SEASON.

The board of grievances ruled that an agreed piece price should not be changed during the same season.

Two cases of this nature (Nos. 383 and 408) came up and both were decided in favor of the unions. No such complaints have ever come up before the board of grievances since these cases have been settled. The rule above given, apparently, became one of the common laws of the industry.

OUT-OF-TOWN SHOPS.

This matter was disposed of by an interchange of communications between the respective organizations, the record of which was ordered spread upon the minutes (joint conference, Apr. 12, 1912, p. 129.)

These communications were as follows:

Upon motion, the following interchange of communications between the respective parties was ordered spread upon the minutes:

APRIL 6, 1912.

Mr. _____,

Chairman the Joint Conference, 49 East Nineteenth Street, New York City.

DEAR SIR: In reference to the proposition submitted by you on behalf of the unions at the joint conference on March 16, requesting "a definite declaration by your association on the subject of out-of-town shops," I am authorized by the executive board to join with you to amend the provisions of the protocol by adding the following statement:

The association will assume responsibility for the maintenance of protocol conditions in out-of-town shops of members, and the union assumes responsibility for the maintenance of the same conditions in all shops in the same locality (i. e., the same town or city), including nonassociation shops.

Upon the receipt of a formal notification of the acceptance of this proposition, we shall be ready to notify such members of our association who are affected by this arrangement.

As for the other matters submitted by you at the conference, I request that the conference reconvene on Friday, April 12, at 3 p. m., at the offices of the association. At this time these other matters can be reconsidered.

It will facilitate negotiations if, on April 12, the unions will be ready with a counter-proposition in reference to the question submitted by the association at the last conference March 16, as well as on the subject of modifying the provisions of the protocol in reference to holidays.

Very truly, yours,

(Signed) _____,
Chairman Executive Board.

APRIL 12, 1913.

Mr. _____,

Chairman Executive Board of the Cloak, Suit, and Skirt Mfrs. Protective Ass'n.

DEAR SIR: Irrespective of any previous correspondence or communication on the subject of out-of-town shops, in order to terminate the discussion, we hereby state: It is understood that both parties to the protocol assume in reference to out-of-town shops all obligations imposed upon them by the terms of the protocol, whether expressed or implied, as if the subject of out-of-town shops had been specifically mentioned in the protocol.

It is in our interest to endeavor to raise the standard of the industry everywhere. Within the limits of our ability we intend to treat with nonassociation employers.

By "out-of-town" shops we mean out-of-town shops of nonassociation as well as association employers.

No amendment to the protocol is necessary.

All that is now required is that you should notify the members of your association that the protocol is applicable to all their out-of-town shops and that they are bound to comply with the rule.

Very truly, yours,

(Signed) _____,
Chairman Board of Directors.

It was carried that, on the basis of the foregoing communication from the union, the matter of out-of-town shops is adjusted.

STOPPAGES.

No absolutely definite policy for the handling of stoppages has as yet been formulated. As stated above, both sides take different positions, etc. However, in quite a few cases the board of grievances sustained disciplining and even discharge of men responsible for stoppage of work. In case 136 a man was penalized for stopping work; in case 183 the firm was sustained in discharging man for stoppage; in case 207 the firm was sustained in disciplining shop chairman for the same offense; in case 692 it was decided that employee be discharged for causing stoppage of work.

In accordance with section 10 of the protocol, it would seem to be established that employees have a legal option of working or refusing to work on garments, the prices for the making of which have not been settled.

APPENDIX A.

TEXT OF PROTOCOL OF SEPTEMBER 2, 1910, FOR THE CLOAK, SUIT, AND SKIRT INDUSTRY OF NEW YORK CITY.

Protocol of an agreement entered into this 2d day of September, 1910, between the Cloak, Suit, and Skirt Manufacturers' Protective Association, herein called the manufacturers, and the following locals of the International Ladies' Garment Workers' Union, namely: Cloak Operators' Union No. 1, Cloak and Suit Tailors' No. 9, Amalgamated Ladies' Garment Cutters' Association No. 10, Cloak and Skirt Makers' Union of Brownsville No. 11, New York Reefer Makers' Union No. 17, Skirt Makers' Union No. 23, Cloak and Skirt Pressers' Union No. 35, Buttonhole Makers' Union of New York (Local No. 64), Cloak and Suit Pressers of Brownsville No. 68, hereinafter called the unions.

Whereas differences have arisen between the manufacturers and their employees who are members of the unions with regard to various matters which have resulted in a strike, and it is now desired by the parties hereto to terminate said strike and to arrive at an understanding with regard to the future relations between the manufacturers and their employees, it is therefore stipulated as follows:

First. So far as practicable, and by December 31, 1910, electric power be installed for the operation of machines, and that no charge for power be made against any of the employees of the manufacturers.

Second. No charge shall be made against any employee of the manufacturers for material except in the event of the negligence or wrongful act of the employee resulting in loss or injury to the employer.

Third. A uniform deposit system, with uniform deposit receipts, shall be adopted by the manufacturers, and the manufacturers will adopt rules and regulations for enforcing the prompt return of all deposits to employees entitled thereto. The amount of deposit shall be \$1.

Fourth. No work shall be given to or taken to employees to be performed at their homes.

Fifth. In the future there shall be no time contracts with individual shop employees, except foremen, designers, and pattern graders.

Sixth. The manufacturers will discipline any member thereof proven guilty of unfair discrimination among his employees.

Seventh. Employees shall not be required to work during the 10 legal holidays as established by the laws of the State of New York; and no employee shall be permitted to work more than six days in each week, those observing Saturday to be permitted to work Sunday in lieu thereof; all week workers to receive pay for legal holidays.

Eighth. The manufacturers will establish a regular weekly pay day and they will pay for labor in cash, and each pieceworker will be paid for all work delivered as soon as his work is inspected and approved, which shall be within a reasonable time.

Ninth. All subcontracting within shops shall be abolished.

Tenth. The following schedule of the standard minimum weekly scale of wages shall be observed:

Machine cutters.....	\$25
Regular cutters.....	25
Canvas cutters.....	12
Skirt cutters.....	21
Jacket pressers.....	21

Underpressers	\$18
Skirt pressers	19
Skirt underpressers	15
Part pressers	13
Reefer pressers	18
Reefer underpressers	14
Sample makers	22
Sample skirt makers	22
Skirt basters	14
Skirt finishers	10
Buttonhole makers, class A, a minimum of \$1.25 per 100 buttonholes; class B, a minimum of 80 cents per 100 buttonholes.	

As to piecework, the price to be paid is to be agreed upon by a committee of the employees in each shop and their employer. The chairman of said price committee of the employees shall act as the representative of the employees in their dealings with the employer.

The weekly hours of labor shall consist of 50 hours in 6 working days, to wit, 9 hours on all days except the sixth day, which shall consist of 5 hours only.

Eleventh. No overtime work shall be permitted between the 15th day of November and the 15th day of January or during the months of June and July, except upon samples.

Twelfth. No overtime work shall be permitted on Saturdays except to workers not working on Saturdays, nor on any day for more than two and one-half hours, nor before 8 a. m. nor after 8.30 p. m.

Thirteenth. For overtime work all week workers shall receive double the usual pay.

Fourteenth. Each member of the manufacturers is to maintain a union shop, a "union shop" being understood to refer to a shop where union standards as to working conditions, hours of labor, and rates of wages as herein stipulated prevail, and where, when hiring help, union men are preferred, it being recognized that, since there are differences in degrees of skill among those employed in the trade, employers shall have freedom of selection as between one union man and another, and shall not be confined to any list, nor bound to follow any prescribed order whatever.

It is further understood that all existing agreements and obligations of the employer, including those to present employees, shall be respected; the manufacturers, however, declare their belief in the union, and that all who desire its benefits should share in its burdens.

Fifteenth. The parties hereby establish a joint board of sanitary control, to consist of seven members, composed of two nominees of the manufacturers, two nominees of the unions, and three who are to represent the public, the latter to be named by Meyer London, Esq., and Julius Henry Cohen, Esq., and, in the event of their inability to agree, by Louis Marshall, Esq.

Said board is empowered to establish standards of sanitary conditions, to which the manufacturers and the unions shall be committed, and the manufacturers and the unions obligate themselves to maintain such standards to the best of their ability and to the full extent of their power.

Sixteenth. The parties hereby establish a board of arbitration, to consist of three members, composed of one nominee of the manufacturers, one nominee of the unions, and one representative of the public, the latter to be named by Meyer London, Esq., and Julius Henry Cohen, Esq., and, in the event of their inability to agree, by Louis Marshall, Esq.

To such board shall be submitted any differences hereafter arising between the parties hereto or between any of the members of the manufacturers and any of the members of the unions, and the decision of such board of arbitration shall be accepted as final and conclusive between the parties to such controversy.

Seventeenth. In the event of any dispute arising between the manufacturers and the unions, or between any members of the manufacturers and any members of the unions, the parties to this protocol agree that there shall be no strike or lockout concerning such matters in controversy until full opportunity shall have been given for the submission of such matters to said board of arbitration; and, in the event of a determination of said controversies by said board of arbitration, only in the event of a failure to accede to the determination of said board.

Eighteenth. The parties hereby establish a committee on grievances, consisting of four members ¹ composed as follows: Two to be named by the manufacturers and two by the unions. To said committee shall be submitted all minor grievances arising in connection with the business relations between the manufacturers and their employees.

Nineteenth. In the event of any vacancy in the aforesaid boards or in the aforesaid committee by reason of death, resignation, or disability of any of the members, thereof, such vacancy, in respect to any appointee by the manufacturers and unions, respectively, shall be filled by the body originally designating the person with respect to whom such vacancy shall occur. In the event that such vacancy shall occur among the representatives of the public on such boards, such vacancy shall be filled by the remaining members representing the public in the case of the board of sanitary control; and in the case of the board of arbitration both parties shall agree on a third arbitrator, and in case of their inability to agree said arbitrator shall be selected by the governor of the State of New York.

¹ This number was later increased to 10 members, 5 on each side.

APPENDIX B.

REPORT AND RECOMMENDATIONS OF CONFERENCE ON GRIEVANCE BOARD MATTERS.

In order to obtain a definite understanding of the many questions pertaining to the records of the board of grievances, a conference was held on September 10, 1913. It was attended by Dr. Walter E. Weyl, Dr. Isaac A. Hourwich, Dr. Paul Abelson, Dr. Franklin Edgerton, Messrs. Harry L. Schneider and Charles H. Winslow. The conference took place in room 1312, No. 200 Fifth Avenue, and lasted from 2.30 to 5.30 p. m. Every phase of the situation was discussed, particularly the question of the records of the board of grievances.

The following three questions were taken up in detail:

1. Disposition of grievances.
2. Classification of grievances.
3. The study of the records of the board of grievances up to date.

It was commonly agreed that the above questions were of a fundamental nature.

DISPOSITION OF GRIEVANCES.

At the outset the prevailing opinion seemed to be that the forms used at present for the recording of grievances were to a great extent meaningless; that the manner in which they had been kept made it absolutely impossible for anyone studying them to get at the real facts—the particular actions or specific grievances. The terms used were vague and indefinite. To illustrate: The term “dropped” stood for five different kinds of action taken by the clerks of the board of grievances. This is clearly shown in a report entitled, “A study and analysis of cases filed by the union marked ‘dropped’, submitted by counsel for the manufacturers at the session of the board of arbitration, August 8, 1913.”¹

Similarly, the terms “withdrawn” and “adjusted” stood for more than one kind of action taken.

It was felt by all that there was a distinct advantage to be gained by completely eliminating these vague terms and substituting such terms as would clearly indicate the precise action taken. It was at first urged that the form for the disposition of grievances be limited to “in favor of the respective sides,” “discontinued” when no investigation was made, “disciplined by the respective sides whenever it was found necessary,” “referred to board of grievances for trial when clerks disagreed.”

¹ Minutes of the board of arbitration, p. 47.

After a lengthy discussion it was found necessary, for psychological reasons, to include the terms "compromised" and "settled by the good offices of the association and union."

Throughout the discussion it was repeatedly brought out that the difficulty in establishing any new forms for the disposition of grievances would be found in getting the clerks to adhere to them. In order to meet this, it was the opinion of the conference that the terms must be clearly defined, rules for the disposition of each and every kind of case be laid down, and the clerks be instructed not to depart from them. It was then agreed—

a. That the terms "dropped," "withdrawn," and "adjusted" be eliminated as marks of disposition of grievances.

b. That the following terms be substituted:

1. In favor of the association.
2. In favor of the union.
3. Compromised.
4. Discontinued (no investigation).
5. Settled between the parties before investigation.
6. Settled by the good offices of the union and association.
7. Referred to the board of grievances for trial.
8. Referred to the board of grievances for discipline by union.
9. Referred to the board of grievances for discipline by association.
10. Referred to the board of grievances for discipline by association and union.

c. That the above terms be clearly defined and stringent rules laid down for their application.

CLASSIFICATION OF GRIEVANCES.

Next the question of classification of grievances was taken up. As a basis for discussion the following two classifications were submitted:

CLASSIFICATION, BULLETIN NO. 93.	UNIONS' CLASSIFICATION.
1. Reinstatement for alleged unjustifiable discharge.	1. Wrongful discharge. Discrimination against individual.
2. Discrimination and unequal distribution of work.	2. Unequal distribution of work.
3. Dispute in fixing prices.	3. Dispute in fixing prices.
4. Claim for wages due.	4. Claim for wages due. Contractor absconded with wages.
5. Paying under scale of wages.	5. Paying under the weekly scale.
6. Working on garments when price is unsettled.	6. Unsettled garments made.
7. Cessation of work.	7. Stoppage of work.
8. Enforced competition between piece-workers and week workers.	8. Samples made by piece. Pressers engaged by the piece.
9. Interference with conduct of and discipline in factory.	9.
10. Nonprotocol condition in outside shops.	10. Nonprotocol conditions in contract shop.
11. Nonpayment for holidays.	11. Nonpayment for legal holidays.

CLASSIFICATION, BULLETIN NO. 98—CON.	UNIONS' CLASSIFICATION—concluded.
12. Hours of labor and overtime.	12. Nonpayment for overtime. Working Saturday afternoon. Working Sunday. Working on legal holiday. Nonprotocol hours.
13. Discrimination in distribution of work in favor of outside shops.	13. Discrimination in favor of outside shops.
14. Forced reduction of settled price.	14. Reduction of piece prices.
15. Fixing amount of deduction from wages for damaged garments.	15. Wrongful charge against individual.
16. Inside contract system.	16. Inside subcontracting.
17. Failure to install electric power.	17.
18. Delay in complying with terms of adjustments.	18. Noncompliance with terms of adjustment.
19. Abusive treatment of employees.	19. Abusive treatment of shop chairman. Abusive treatment of business agent. Abusive treatment of employees.
20. Discrimination in distribution of work against outside shops.	20. Discrimination in favor of inside shop.
21. Miscellaneous.	21. Miscellaneous.
22.	22. Lockout. Irregular settlement of prices. Individual agreements. Payment by checks. No shop chairman or price committee permitted. Unregistered contractor. Nondelivery of communications. Nonunion employees. Deputy clerks, collection of fines. Deputy clerks, services of notice. Deputy clerks, discharge.

It was agreed that the grievances be divided into two groups: (a) Calendar cases, and (b) noncalendar cases.

The noncalendar cases were to be (1) those that both sides agreed at the conference to call noncalendar cases, (2) any other case involving a conflict of jurisdiction not coming within the rules and regulations, (3) where neither party, even though assuming responsibility, was culpable, (4) those where a request for cooperation was made.

The conference agreed to list as "noncalendar cases" the following:

1. Nonunion employer.
2. Collection of fine, deputy clerk.
3. Services of notices, deputy clerk.
4. No shop chairman on price committee.
5. Contractor absconded with wages.

The following changes in the classifications submitted were agreed upon:

No. 1, which reads "Wrongful discharge. Discrimination against individual," according to unions' classification, and "Reinstatement for alleged unjustifiable discharge," according to classification in Bulletin No. 98 of the United States Bureau

of Labor, changed to read, "Discrimination against individual by giving him no work or by discharge."

No. 2, which reads "Discrimination and unequal distribution of work," according to Bulletin No. 98, and "Unequal distribution of work," according to the unions' classification, changed to read, "Inequitable distribution of work."

No. 7, which reads "Cessation of work," according to Bulletin No. 98, and "Stoppage of work," according to the unions' classification, changed to read, "Shop strike," and similarly "Lockout" shall be "Shop lockout."

No. 15, which reads "Fixing amount of deduction from wages for damaged garments," according to Bulletin No. 98, and "Wrongful charge against individual," according to unions' classification, changed to read, "Unfair deduction for damaged garments."

STUDY OF RECORDS OF BOARD OF GRIEVANCES.

Some discussion was had upon this matter. The following was agreed upon:

1. That if possible, the new classification of grievances and the new forms of disposition be established by September 15, 1913.
2. That all cases up to that date be signed up by the clerks on the old basis.
3. That very old cases that have not been disposed of, be signed "No record of disposition."
4. That all cases from the 15th of September, 1913, be marked N. S. (new series) and start with No. 1.
5. That a study be made of all cases under the old series, making summaries and preparing analyses of them, in accordance with the new method of disposition devised.

It was suggested that a system of cross reference between union and association files of grievances be established, so that at all times it could be easily ascertained whether the records of one office corresponded to those of the other.

After laying down the general principles to govern the classification and disposition of grievances, the study of the records up to date, and the installation of a new system of records, the conference authorized a subcommittee to be appointed to prepare and present a definite plan for the reorganization.

In order to harmonize the classifications of Bulletin No. 98 with that of the unions, the conference authorized the following modifications:

1. Disposition of grievances: (a) Definition of the terms. (b) Rules for their application.
2. A method for cross reference.

Mr. Charles H. Winslow assigned Mr. Harry L. Schneider and Dr. Franklin Edgerton to work out the details of these plans and to submit a report.

The following report was subsequently submitted:

CLASSIFICATION OF COMPLAINTS.

1. Shop strike.
2. Shop lockout.
3. Paying under weekly scale.
4. Samples made by piece.

5. Pressers engaged by piece.
6. Nonpayment for legal holidays.
7. Failure to pay overtime rates.
8. Working Saturday afternoon (or Sunday afternoon).
9. Working Sunday (or Saturday).
10. Working during nonprotocol hours.
11. Working on legal holidays.
12. Failure to install electric power.
13. Inside subcontracting.
14. Individual agreements.
15. Paying by checks.
16. Discrimination against individual by giving him no work (by discharge).
17. Discrimination against individual in the distribution of work.
18. Inequitable distribution of work in shop, as a whole.
19. Discrimination in favor of week workers.
20. Stock garments made by the week.
21. Discrimination in favor of inside shop.
22. Discrimination in favor of outside shop.
23. Irregular settlement of prices.
24. Dispute in fixing prices.
25. Unsettled garments made.
26. Reduction of piece prices.
27. Suing firm for breach of contract.
28. Unregistered contractors.
29. Nondelivery of communications.
30. Duplicates made by the week.
31. Unfair deduction for damaged garments (instead of "Wrongful charge against individual").
32. Abusive treatment of shop chairman and price committee.
33. Abusive treatment of employees.
34. Interference with conduct and discipline of factory.
35. Nonprotocol conditions in contract shop.
36. Claim for wages due.
37. Noncompliance with terms of adjustment
38. Abusive treatment of clerks.
39. Miscellaneous.

NONCALENDARED CASES.

1. Nonunion employees.
2. Collection of fine, deputy clerks.
3. Service of notice, deputy clerks.
4. Contractor absconded with wages.
5. Miscellaneous.

DISPOSITION.

- I. In favor of the association.
- II. In favor of the unions.
- III. Compromised.
- IV. Settled without the assistance of the clerks.
- V. Discontinued (no investigation).
- VI. Settled by the good offices of the clerks.
- VII. Referred to the board of grievances for trial.
- VIII. Referred to the board of grievances for discipline by the association.
- IX. Referred to the board of grievances for discipline by the unions.
- X. Referred to the board of grievances for discipline by the unions and the association.

RULES FOR THE DISPOSITION OF GRIEVANCES BY DEPUTY CLERKS.

A. If upon investigation clerks find that the complainant is satisfied, sign IV.

B. If complaining party withdraws complaint without investigation, sign V. (Discuss this point with deputy clerks).

C. If clerks can not agree on disposition or on facts, or find themselves incapable of trying and deciding the case, sign VII.

D. If for any violation by either party, of either protocol or rules of the board of grievances, it is deemed necessary to discipline one or both sides, sign VIII, IX, or X, as the case may be.

E. If any complaint is filed by the union, and upon investigation the clerks find that the complaint is unfounded, or that no interference or action in the case is called for, sign I ("In favor of the association"). Conversely, if such complaint is filed by the association and is decided to be unfounded, sign II ("In favor of the unions").

F. Unless Rules A, B, C, and D hold good, all complaints under the following headings must be signed I or II ("In favor of association" or "In favor of unions").

Cases under headings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19, 20, 26, 27, 28, 29, 30, 35, and 37, can not under any circumstances be signed III or VI.

G. Unless Rules A, B, C, or D hold good, in cases coming under heading 16, proceed as follows: (1) If the man in question is not reinstated, the case must be signed I. (2) If the complaint is proved, and the man is therefore reinstated, sign II. (3) If the complaint is not clearly proved, but without deciding the merits of the case the man is reinstated, the clerks may in their discretion sign III or VI.

H. Unless Rules A, B, C, or D hold good, cases coming under headings 17, 18, 21, and 22 are to be disposed of in like manner as those coming under Rule C; that is, if the discrimination as charged is not clearly proved, but some more or less indefinite action is taken, the case may be signed either III or VI.

J. Unless Rules A, B, C, or D hold good, cases coming under the headings 32, 33, and 34 are to be disposed of as follows: (1) When charge is clearly proved or disproved, sign I or II, as the case may be. (2) When clerks determine that both sides in the quarrel have been equally at fault, the case may be signed VI.

K. Unless Rules A, B, C, or D hold good, cases coming under the heading 36 must be signed I, II, or III.

DEFINITION OF TERMS USED IN DESCRIBING DISPOSITION OF CASES.

I and II. (See Rule E.)

III. "Compromised." This term to be used when the action taken does not grant fully or unconditionally the contention of either side. It can be used only in cases where the clerks recognize conflicting rights.

IV and V. (See Rules A and B.) "Discontinued" can not be used after an investigation or partial investigation of any sort has been begun by the two deputy clerks. If after the investigation is begun, and before the decision is made, the contending parties reach an agreement independently of the clerks, sign IV ("Settled without the assistance of the clerks").

An investigation is construed to have begun, either (1) when the clerks or deputy clerks on the two sides have formally started to consider evidence in the case together, or (2) when they have gone together to the factory where the trouble has arisen.

In all such cases the term "Discontinued" can not be used, but the term "Settled without the assistance of the clerks," may be used.

VI. "Settled by the good offices of the clerks." To be used only in cases where the clerks persuade either side to yield rights which it can not be required to yield, and for the yielding of which it does not expect, or receive any concession in return. (If a concession is made by the other side in return, the case should be signed "Compromised.")

An instance of a case "Settled by the good offices of the clerks" would be the following: An employee is discharged, and the union charges discrimination. The clerks, upon investigation, find that the man was notoriously incompetent, and that, therefore, the manufacturer was within his rights in discharging him. They, nevertheless, intercede for the man, and induce the employer to reinstate him voluntarily, on the ground that the man is in danger of starvation, or for some other personal reason.

VII. (See Rule C.)

VIII, IX, and X. (See Rule D.) We recommend that cases coming under headings 23, 24, 25, and 31 be attended to by the agents of the price commission and filed separately with such technical marks of disposition as the price commission may decide.

The following matters were left open for discussion:

1. Whether "suing firm pending trial before the board of grievances" should become a calendar or a noncalendar case.
2. Rules and forms for the disposition of noncalendar cases.
3. Whether complaints Nos. 19 and 20 were not the same thing.
4. Whether complaint No. 25, "unsettled garments made," is a complaint before the board of grievances by the terms of the protocol.

PROPOSED DAILY DOCKET OF COMPLAINTS FILED.

----- (date).

1	2	3	4	5	6
Docket No.	Name of firm.	Union No.	Association No.	Class No.	Disposition No.

This docket is to be made up in the office of the association each day, and a duplicate to be filed with the union at the close of the business day.

Column 1. To contain the docket number (new series) of all complaints filed during the day by either association or union.

Column 2. Name of firm.

Column 3. To contain the file numbers of union letter or letters received in the case. (If association complaint, to be left blank unless a reply in writing is received from the union.)

Column 4. To contain the file number of association's communication, if any, dealing with the complaint.

Column 5. To contain the number of the class to which the complaint belongs under the new classification.

Column 6. To be left blank until case is finally disposed of, when each office should enter the Roman numeral indicating the class of disposition.

APPENDIX C.

DETAILED STATEMENT OF CASES DISPOSED OF BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCES AND METHOD OF DISPOSITION, APRIL 15, 1911, TO OCTOBER 31, 1913.

1. STOPPAGE OF WORK.

No.	Filed by—	Date.	Facts.	Disposition.
136	Association		Apr. 27, 1911, on calendar of board of grievances; May 18, agreed that presser who stopped work should get only two days' pay; man paid, July 20, p. 73.	Compromised.
183	do	Mar. 31, 1911	Apr. 15, p. 30; firm sustained in discharging men for cessation of work.	In favor of association.
207	do	Apr. 11, 1911	Firm sustained in disciplining shop chairman for cessation of work.	Do.
253	do	Apr. 24, 1911	Stoppage followed by picketing; unions ordered to insert advertisements in trade paper that there is no strike in the shop of the firm.	Compromised.
391	do	May 23, 1911	Involved questions of reasonableness of settled prices; clerks ordered to adjust, p. 61.	Do.
526	do	June 26, 1911	July 20, p. 73, action by board of grievances	Dropped.
565	do	June 27, 1911	Charges not pressed by the complainant	Do.
579	do	July 5, 1911	Stoppage until prices are revised, July 7, p. 70; investigation ordered by board of grievances.	In favor of association.
581	do	July 6, 1911	Action by board of grievances on July 7, p. 73	Dropped.
630	do	July 12, 1911	Nov. 9, reported as adjusted	In favor of association.
640	do	July 15, 1911	Cessation of work in shop of firm's contractor; Jan. 22, p. 107, ruling made.	Dropped.
692	do	July 21, 1911	Aug. 1, p. 76, employee E. to be discharged; further investigation Sept. 12; reported as adjusted.	In favor of association.
1251	do	Nov. 6, 1911	Nov. 9, p. 88	Withdrawn.
1448	do	Dec. 20, 1911	Appointed committee to settle matters, Jan. 26, p. 106.	Compromised.
1449	do	do	People refuse to work overtime on salesmen's samples; Mar. 2, p. 119, appointed committee to investigate.	Dropped.
1501	do	Dec. 21, 1911	As in 1449	Do.
1508	do	Jan. 11, 1912	Feb. 3, 1912, p. 111	Do.
1529	do	Jan. 9, 1912	Jan. 15, 1912, p. 103; referred to clerks for adjustment, Jan. 22, p. 107.	Compromised.
1542	do	Jan. 10, 1912	As in 1529	Do.
1548	do	Jan. 16, 1912	Jan. 22, p. 105; further investigation, Feb. 23, 1912.	Do.
1602	do	Jan. 30, 1912	Feb. 3, p. 111; laid over, Mar. 2, p. 120; conference to be arranged for settlement, Sept. 19, p. 169.	Dropped.
1640	do	Jan. 31, 1912	Feb. 3, p. 111; clerks to take up with joint board of sanitary control question of vacating building during noon hour, etc.	Compromised.
1697	do	Feb. 8, 1912	Mar. 2, p. 119; conference in presence of counsel to be held on Mar. 9, but in the meantime firm to be instructed that when piecework is in vogue in outside shop, joint price committee should settle prices on this class of goods.	Do.
1699	do	Feb. 9, 1912	Mar. 15, p. 124, laid over, ———, 1912	Dropped.
2074	do	Apr. 16, 1912	July 15, p. 149	Do.
2088	do	May 3, 1912	Men refuse to sew in sleeves on pushes without having finishers baste them at first; July 12, 1912, compromised.	Compromised.
2209	do	Apr. 30, 1912	Men refuse to work on duplicates before bonus is settled; May 8, p. 138, committee appointed to settle.	Do.
2465	do	June 7, 1912	June 24, 141; referred to committee for reinvestigation; records are incomplete; according to Dr. Abelson case was compromised.	Do.
2571	do	June 27, 1912	July 12, p. 147	Do.
2606	do	July 8, 1912	Originally decided for association by the clerks; July 12, p. 147, an attempt was made to reopen; board of grievances refused, leaving status quo unchanged.	In favor of association.
2608	do	July 9, 1912	July 12, p. 147	Dropped.
2609	do	July 5, 1912	July 15, p. 148, special committee appointed to investigate.	Compromised.
2756	do	July 17, 1912	July 23, 1912, p. 151, referred to executive committee of association for discipline.	In favor of association.
3034	do	Aug. 23, 1912	Sept. 19, p. 168	Dropped.

DETAILED STATEMENT OF CASES DISPOSED OF BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCES AND METHOD OF DISPOSITION, APRIL 15, 1911, TO OCTOBER 31, 1913—Continued.

1. STOPPAGE OF WORK—Concluded.

No.	Filed by—	Date.	Facts.	Disposition.
3195	Association	Aug. 27, 1912	Aug. 30, p. 156, subcommittee appointed to investigate and adjust.	In favor of association.
3314	.....do.....	Sept. 16, 1912	Sept. 19, unions ordered to state their position in the case.	Dropped.
4207	.....do.....	Dec. 4, 1912	Dec. 17, p. 193, committee appointed to adjust.....	In favor of association.
4368	.....do.....	Dec. 16, 1912	As in 4207.....	Compromised.
4369	.....do.....	Dec. 17, 1912	.....	In favor of association.
4381	.....do.....	Jan. 23, 1913	Issue: Whether settlement of prices on coats shall be made by a joint committee of inside and outside shops or by separate price committees; Feb. 10, p. 195.	Dropped.
5164	.....do.....	Apr. 14, 1913	See special study of "Disagreement cases".....	Disagreement.
6337	.....do.....	Aug. 8, 1913	As in 5164.....	Do.
6338	.....do.....	Aug. 12, 1913	As in 5164.....	Do.

2. DISCRIMINATION.

166	Unions.....	Mar. 28, 1911	Apr. 15, p. 30, laid over; Apr. 21, p. 33.....	Dropped.
177	.....do.....	Mar. 29, 1911	Apr. 15, p. 29, referred to conference on status of nonunion men; ruling made afterwards.	Compromised.
178	.....do.....	.....do.....	As in 177.....	Do.
181	.....do.....	Mar. 31, 1911	Apr. 15, p. 29, special committee to further investigate; Apr. 21, p. 32.	In favor of association.
202	.....do.....	Apr. 6, 1911	Apr. 15, p. 29; committee to investigate; Apr. 21, p. 32.	Do.
206	.....do.....	Apr. 10, 1911	Apr. 15, p. 29, laid over for a week; Apr. 21, p. 33, committee to investigate; Apr. 27, p. 35, committee reports.	Compromised.
209	.....do.....	.....do.....	Apr. 15, p. 29, committee to investigate; Apr. 21, p. 32.	Dropped.
217	.....do.....	Apr. 12, 1911	Minutes, p. 44, as in 219.....	Compromised.
219	.....do.....	.....do.....	Minutes, p. 44, resolution on status of nonunion men adopted.	Do.
237	.....do.....	Apr. 19, 1911	May 4, 1911, p. 46, carried, pending decision of board of arbitration on these matters, employer to be asked to distribute work as equally as possible.	Do.
254	.....do.....	Apr. 24, 1911	May 4, p. 46, special committee to investigate; May 10 (according to record of unions) list prepared by Dr. Edgerton.	In favor of unions.
256	.....do.....	.....do.....	Apr. 27, p. 35.....	Dropped.
258	.....do.....	.....do.....	May 4, p. 46.....	Withdrawn.
283	.....do.....	May 2, 1911	May 4, p. 46, special committee appointed to investigate; May 6, 1911, in letter to association firm to take man back.	Compromised.
284	.....do.....	May 3, 1911	May 4, p. 46.....	In favor of unions.
292	.....do.....	May 5, 1911	Man refused to work on garment because it was somewhat different from the one the price of which was settled; firm then disciplined man; May 10, p. 149.	Do.
300	.....do.....	May 6, 1911	May 10, 1911, p. 49; laid over May 16, 1911.....	Compromised.
310	.....do.....	May 8, 1911	May 10, 1911, p. 49; investigation ordered; see record.	Do.
951	.....do.....	Sept. 7, 1911	Records incomplete; it appears from interview with clerks that it has been compromised.	Do.
1308	.....do.....	Nov. 16, 1911	People were discharged because firm, it is claimed, wanted to give up whole department; Nov. 16, p. 91, investigation ordered; Nov. 29, p. 94, issues to be submitted to board of grievances.	Disagreement.
1388	.....do.....	Dec. 12, 1911	Discrimination against 4 operators; Jan. 22, 1912, p. 107, motion to investigate on the ground of discrimination lost.	In favor of association.
2927	.....do.....	July 31, 1912	Discrimination in favor of outside shop; Sept. 19, p. 108, "Dropped without prejudice."	Compromised.
3314	.....do.....	Aug. 6, 1912	Minutes, p. 169, Sept. 19; unions to make specific complaints.	In favor of unions.
5166	.....do.....	May 3, 1913	Discrimination against presser G.; May 15, p. 211, further investigation.	Disagreement.
6290	.....do.....	Mar. 27, 1913	May 15, p. 211.....	Withdrawn.
6294	.....do.....	Apr. 5, 1913	Discrimination against operator, May 15, p. 211.....	Compromised.
6316	.....do.....	July 15, 1913	Discrimination against finisher; Aug. 13, 1913, clerks' decision upheld; man to get \$109.22 for lost earnings.	In favor of unions.

DETAILED STATEMENT OF CASES DISPOSED OF BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCES AND METHOD OF DISPOSITION, APRIL 15, 1911, TO OCTOBER 31, 1913—Continued.

3. ALLEGED WRONGFUL DISCHARGE.

No.	Filed by—	Date.	Facts.	Disposition.
240	Unions.....	Apr. 21, 1911	Wrongful discharge of operator because he refused to work; man says he was sick; May 4, p. 40, clerks ordered an investigation, suggesting reinstatement; May 10, p. 49, man to be reinstated.	In favor of unions.
311	.....do.....	May 9, 1911	May 10, p. 49, further investigation by committee; Aug. 1, 1911, reported by clerks (according to records of union).	Compromised.
338	.....do.....	May 12, 1911	May 24, p. 61, man properly discharged.....	In favor of association.
500	.....do.....	June 24, 1911	Wrongful discharge of man; firm claims he used vile language; July 7, p. 73, further investigation; Sept. 12, dropped by mutual consent.	Dropped.
501	.....do.....	June 21, 1911	Discharge of coat department, July 7, p. 73; reopened by unanimous consent for further investigation, Aug. 1; settled.	In favor of unions.
610	.....do.....	July 10, 1911	Discharge due to alleged reorganization of factory, July 7, p. 73; further investigation; Aug. 1, settled.	In favor of association.
622	.....do.....	Aug. 16, 1911	Discharge of 2 pressers; men sued firm in courts; Jan. 22, 1912, p. 107.	Withdrawn.
1240	.....do.....	Nov. 4, 1911	Discharge of tailor; firm claimed linings were disappearing and that tailor stole them; Nov. 9, p. 88; further investigation, Jan. 22.	Compromised.
1295	.....do.....	Nov. 6, 1911	Discharge of 3 operators and 5 finishers, Nov. 16, p. 90; further investigation, Dec. 15, 1911.	Do.
1489	.....do.....	Jan. 8, 1912	Claim reinstatement of presser wrongfully discharged; Jan. 22, p. 106, referred to clerks for further investigation; Feb. 3, 1912, firm to be reported to executive committee of association for discipline.	In favor of unions.
1691	.....do.....	Feb. 5, 1912	Similar to 1489; Mar. 15, p. 124, both sides to be disciplined.	Compromised.
1906	.....do.....	Mar. 11, 1912	Similar to 1691; Mar. 15, p. 123, laid over. July —, 1911, reported as dropped.	Dropped.
1972	.....do.....	Mar. 21, 1912	Similar to 1906; July 15, p. 149, dropped by unanimous consent.	Do.
2131	.....do.....	Apr. 12, 1912	Similar to 1972; May 10, p. 139, referred to special committee. Nov. 6, dropped by mutual consent.	Do.
2169	.....do.....	Apr. 25, 1912	Reinstatement of operator wrongfully discharged; May 10, p. 139, referred to special committee; Nov. 6, dropped by mutual consent.	Do.
2219	.....do.....	May 4, 1912	Similar to 2169; May 6, p. 137, further investigation; May 8, p. 138, laid over; May 10, p. 139, to be tried; July 15, p. 148, committee reports case compromised.	Compromised.
2570	.....do.....	June 26, 1912	Similar to 2169; July 12, p. 147, next meeting; record gave no indication of action or disposition; case apparently was decided in favor of the association, as far as it could be ascertained from interviewing the clerks.	In favor of association.
2572	.....do.....	June 27, 1912	July 12, p. 147, laid over; July 15, p. 150, operator was to be reinstated; special committee to investigate foreman.	Compromised.
2720	.....do.....	July 18, 1912	Reinstatement of wrongfully discharged employee; July 23, p. 151, case dropped; further tracing of the case tends to show that it really was decided.	In favor of association.
3311	.....do.....	Sept. 15, 1912	Similar to 2720; Sept. 19, p. 169, clerks to establish protocol conditions in contractor's shop.	Dropped.
5188	.....do.....	Apr. 14, 1913	See footnote on last page of study of disagreement cases.	In favor of unions.

DETAILED STATEMENT OF CASES DISPOSED OF BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCES AND METHOD OF DISPOSITION, APRIL 15, 1911, TO OCTOBER 31, 1913--Continued.

4. NONPAYMENT FOR LEGAL HOLIDAYS.

No.	Filed by—	Date.	Facts.	Disposition.
42	Unions.....	Mar. 2, 1911	Apr. 21, p. 33, laid over; Apr. 27, p. 35—Held: The firm to discipline foreman of pressing department for not handing over the money that was given him for men.	In favor of unions.
3745 3751 3759 3762 3767 3768 3770 3771 3782 3783 3829 3877	Unions ¹	Oct. 18, 1912	Nov. 11, 1912, p. 182, without any formal discussion matter referred to board of arbitration for final adjudication.	Disagreement.

5. NONPROTOCOL CONDITIONS IN SHOP.

137	Unions.....	Mar. 13, 1911	Nonprotocol conditions with reference to working overtime hours, holidays, etc.; Apr. 15, p. 30, firm and employees to be disciplined.	Compromised.
167	.....do.....	.....	Apr. 15, p. 30, laid over; Apr. 21, p. 32, committee to investigate; May 4, p. 46, laid over; Jan. 22, p. 107.	Withdrawn.
238	.....do.....	Apr. 15, 1911	May 16, p. 50.....	Dropped.
272	.....do.....	Apr. 29, 1911	Work after protocol hours; May 4, p. 46.....	Compromised.
517	.....do.....	June 10, 1911	Signing of individual contracts by men, etc.; Aug. , dropped by mutual consent.	Dropped.
1407	.....do.....	Dec. 12, 1911	Dec. 15, p. 100, investigated; Jan. 22, p. 107, adjusted.	In favor of unions.
1588	.....do.....	Feb. 2, 1912	Feb. 3, p. 11, further investigation; Mar. 15, p. 123, case to be tried; June 14, compromised.	Compromised.
1968	.....do.....	Apr. 1, 1912	July 12, settled.....	In favor of unions.
2620	.....do.....	July 6, 1912	Individual bargaining; July 15, p. 148, clerk's decision upheld; both sides disciplined.	Compromised.

6. DISPUTE IN PRICE MAKING.

221	Unions.....	Apr. 12, 1911	Apr. 21, p. 32, special committee to investigate; Apr. 27, p. 35, committee reported adjustment.	In favor of unions.
585	Association.	July 7, 1911	Price settling in outside and inside shops; July 20, p. 73, laid over.	Dropped.
623	Unions.....	July 12, 1911	July 7, p. —; when investigators arrived they found case settled amicably.	Do.
2002	.....do.....	Mar. 19, 1912	Dispute in settlement of two numbers; July 15, p. 149, dropped by mutual consent.	Do.
2040	.....do.....	Mar. 22, 1912	July 12, 1912, compromised.....	Compromised.
2617	Association.	.....	July 15, p. 148, special committee to investigate.....	Do.
2753	.....do.....	July 16, 1912	July 23, p. 151; price committee of inside shop to settle prices; committee appointed to investigate and adjust dispute about outside shop.	Do.
3274	Unions.....	Aug. 22, 1912	Sept. 19, p. 168.....	Dropped.
7475	.....do.....	Aug. 18, 1913	Sept. 28, 1913, committee appointed to investigate..	In favor of association.

7. CLAIM FOR WAGES DUE.

1122	Unions.....	Oct. 9, 1911	Claim double pay for Sunday, Nov. 9, p. 88; Jan. 22, decided that Sunday is no working day according to protocol, and hence no double pay.	In favor of association.
1124	.....do.....	.....do.....	Similar to 1122.....	Do.
1201	.....do.....	Oct. 28, 1911	Nov. 9, p. 88, investigation; Nov. 27, p. 92, parties to appear before board of grievances; Dec. 15, p. 100.	Compromised.
1403	.....do.....	Dec. 7, 1911	Shortage in pay of pressers; Dec. 15, p. 100, firm to appear before executive committee of association.	In favor of unions.
1410	.....do.....	Dec. 12, 1911	Dec. 15, p. 100, investigation; Jan. 27, p. 107.....	Do.
1648	.....do.....	Jan. 4, 1912	Mar. 15, p. 124, both sides to be disciplined.....	Compromised.
1762	.....do.....	Feb. 26, 1912	Mar. 15, p. 123.....	In favor of unions.
7544	.....do.....	June 24, 1913	Claim for bonus on duplicates; June 24, clerks disagreed; referred to board of grievances.	Do.

¹ Columbus Day cases.

DETAILED STATEMENT OF CASES DISPOSED OF BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCES AND METHOD OF DISPOSITION, APRIL 15, 1911, TO OCTOBER 31, 1913—Continued.

8. PAYING UNDER WEEKLY SCALE OF WAGES.

No.	Filed by—	Date.	Facts.	Disposition.
210	Unions.....	Apr. 10, 1911	Apr. 15, p. 29, special committee to investigate further; Apr. 21, p. 32.	Dropped.
224	.....do.....	Apr. 26, 1911	Apr. 27, p. 33, referred to executive committee of association for discipline.	In favor of unions.
231	.....do.....	.....	Apr. 21, p. 32, special committee to investigate; Apr. 27, p. 35, laid over; May 10, p. 49, referred to executive committee of association for action.	Do.
333	.....do.....	May 12, 1911	May 24, p. 61, referred to association for action.	Do.
409	.....do.....	May 29, 1911	June 1, p. 63, investigation; June 22, dropped by mutual consent.	Dropped.
486	.....do.....	June 14, 1911	July —, p. 73, laid over; Nov. 9, adjusted.	In favor of unions.
693	.....do.....	July 13, 1911	Firm claims man is not full-fledged cutter; Aug. 1, p. 76, sent to joint conference.	Compromised.
2165	.....do.....	Apr. 22, 1912	July 18, 1912, dropped.	Dropped.

9. REDUCTION OF PIECE PRICES.

269	Unions.....	Apr. 28, 1911	May 4, p. 46, firm to refund reduced amount.	In favor of unions.
1351	.....do.....	Nov. 21, 1911	Dec. 15, reported by clerks as adjusted; May 6, p. 137, decision of clerks upheld by board of grievances.	Compromised.
2509	Unions.....	June 18, 1912	July 15, p. 15, \$568 to be paid to unions.	In favor of unions.
4043	.....do.....	Nov. 12, 1912	Dec. 3, p. 189, firm to refund amount reduced.	Do.
4044	.....do.....	Nov. 9, 1912	Similar to 4043.	Do.

10. INTERFERENCE WITH CONDUCT OF AND DISCIPLINE IN FACTORY.

204	Association	Apr. 7, 1911	Disturbance in factory; Apr. 15, p. 29, special committee to investigate; Apr. 21, p. 32.	Dropped.
205	.....do.....	Apr. 10, 1911	Apr. 15, p. 29, laid over; Apr. 21, p. 33, special committee to investigate; Apr. 27, p. 35.	Compromised.
555	.....do.....	June 30, 1911	Disorder; damaging property of firm, etc.; July 7, p. 73, investigation; Jan. 22, p. 107, reported as dropped.	Dropped.
660	.....do.....	July 30, 1911	July 7, p. 73, referred back to clerks; Sept. 12, reported as compromised.	Compromised.

11. COMPLAINT AGAINST SHOP CHAIRMAN.

243	Association	Apr. 26, 1911	June 1, 1911, investigation; unions report election of new chairman.	In favor of association.
402	.....do.....	May 26, 1911	June 1, p. 63, laid over; case dropped.	Dropped.
584	.....do.....	July 7, 1911	July 7, p. 70, rulings made; Jan. 22, case dropped.	Do.
1259	.....do.....	Nov. 9, 1911	Nov. 16, p. 90, decision of clerks upheld; new shop chairman to be elected.	In favor of association.

12. DUPLICATES MADE BY WEEK.

279	Unions.....	May 2, 1911	May 24, p. 61.	Withdrawn.
394	.....do.....	May 22, 1911	May 24, 1911, p. 61.	Do.
410	.....do.....	May 29, 1911	June 1, p. 63.	In favor of unions.

13. INSIDE SUBCONTRACTING.

265	Unions.....	Apr. 26, 1911	May 4, p. 46, firm instructed to discontinue practice.	In favor of unions.
516	.....do.....	June 17, 1911	June 22, p. 68, firm has right to use section system pending decision of joint conference; matter never came up again.	Dropped.
662	.....do.....	July 26, 1911	Aug. 1, p. 76; investigation, Jan. 27, 1912, p. 107.	Do.

DETAILED STATEMENT OF CASES DISPOSED OF BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCES AND METHOD OF DISPOSITION, APRIL 15, 1911, TO OCTOBER 31, 1913—Continued.

14. IRREGULAR SETTLEMENT OF PRICES.

No.	Filed by—	Date.	Facts.	Disposition.
446	.....	June 7, 1911	July 7, p. 70; referred to board of arbitration; for detail of case, see Special study of disagreement cases.	Disagreement.
2762	Unions.....	July 22, 1912	July 23, p. 151. committee appointed to adjust.....	Compromised.
6335	.....do.....	Aug. 7, 1913	See Special study of disagreement cases.....	Disagreement.

15. NONCOMPLIANCE WITH TERMS OF ADJUSTMENT.

No.	Filed by—	Date.	Facts.	Disposition.
417	Association .	May 31, 1911	Failure to comply with order of board of grievances; June 1, p. 63.	Compromised.
1574	Unions.....	Jan. 19, 1912	Similar to 417; Mar. 16, 1912.....	Do.
2761	.....do.....	July 22, 1912	Failure to comply with orders of clerks; Nov. 11, 1912.	Do.

16. NONPAYMENT FOR JEWISH HOLIDAYS.

No.	Filed by—	Date.	Facts.	Disposition.
1042	Unions.....	Sept. 25, 1911	Cutters not paid for Jewish holiday; Nov. 9, p. 88, referred to conference on cutters; Jan. 18, 1912.	Dropped.
1043	.....do.....	.....do.....	Similar to 1042; Jan. 22, 1912.....	Do.

17. CHANGING OF PIECE PRICE DURING SEASON.

No.	Filed by—	Date.	Facts.	Disposition.
383	Unions.....	May 23, 1911	June 1, p. 63; decided.....	In favor of unions.
408	.....do.....	May 29, 1911	June 1, p. 62; decided.....	Do.

18. SHOP LOCKOUT.

No.	Filed by—	Date.	Facts.	Disposition.
556	Unions.....	June 22, 1911	July 7, 1911, p. 70, if company reestablishes its department during this season, this case will be considered a lockout; case dropped.	Dropped.
6336	.....do.....	Aug. 7, 1913	See Special study of disagreement cases.....	Disagreement.

19. CUTTERS WORKING BY THE HOUR.

No.	Filed by—	Date.	Facts.	Disposition.
226	Unions.....	Apr. 17, 1911	Apr. 27, p. 34, laid over till the 28th; ruling then made.	Compromised.
487	.....do.....	June 14, 1911	July 7, p. 73; ruling.....	Do.

20. ILL TREATMENT OF EMPLOYEES.

No.	Filed by—	Date.	Facts.	Disposition.
1650	Unions.....	.....	Mar. 15, p. 124, both sides to be disciplined.....	Compromised.
1653	.....do.....	Jan. 29, 1912	Assault on shop chairman, Mar. 2, p. 120; conference, 2 men from each side. Dr. Moskowitz to preside, to be held Sept. 19, p. 169.	Dropped.

21. WEEK WORKER DISCHARGED IN MIDDLE OF WEEK.

No.	Filed by—	Date.	Facts.	Disposition.
622	Unions.....	July 12, 1911	Discharge of skirt finisher in middle of week; July 7, p. 73, week's pay to be divided; July 23, girl to get pay for full week.	In favor of unions.

22. WEEK WORKER LEAVING EMPLOYMENT IN MIDDLE OF WEEK.

No.	Filed by—	Date.	Facts.	Disposition.
1307	Association .	Nov. 16, 1911	Three sample makers left employ in middle of week; Nov. 27, p. 92, postponed; Nov. 29, p. 93, ruling.	In favor of association.

DETAILED STATEMENT OF CASES DISPOSED OF BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCES AND METHOD OF DISPOSITION, APRIL 15, 1911, TO OCTOBER 31, 1913—Concluded.

23. SAMPLES MADE BY PIECE.

No.	Filed by—	Date.	Facts.	Disposition.
329	Unions.....	May 12, 1911	May 24, p. 61, investigation; June 1, p. 63, laid over; adjusted.	In favor of unions.

24. INEQUITABLE DISTRIBUTION OF WORK.

330	Unions....	May 12, 1911	May 24, p. 61, investigation; June 1, p. 63, laid over; Aug. 1, 1912, dropped.	Dropped.
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25. UNREGISTERED CONTRACTOR'S SHOP.

2605	Unions.....	June 27, 1912	July 12, p. 147.....	Dropped.
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26. UNION REFUSES APPRENTICE TO CUTTER.

679	Association.	July 28, 1911	Aug. 1, p. 76, conference on the subject to be arranged; case dropped.	Dropped.
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APPENDIX D.

EXTRACT FROM DECISION OF BOARD OF ARBITRATION CREATING COMMITTEE ON IMMEDIATE ACTION, JANUARY 24, 1914.¹

Amend the rules by adding the following new rules:

30. COMMITTEE ON IMMEDIATE ACTION.—If the chief clerks shall, after due effort to conciliate, fail to agree in any case arising under the protocol, they shall, together with a third impartial person (chosen hereunder by both parties) constitute a committee on immediate action, which committee shall decide all matters submitted by the chief clerks, except such matters as involve protocol law.

The committee on immediate action shall, in all instances, aid in the work of mediating and conciliating and in the enforcement of decisions made.

Either party may appeal to the board of arbitration direct from any award made by said committee on immediate action, but the award shall stand pending the determination of the appeal.

But the committee on immediate action shall in no case take up the complaint of the workers wherein a stoppage of work exists until those stopping work shall have returned to work.

31. The parties shall immediately agree upon the third impartial person provided for in the preceding rule. In case the parties shall be unable to agree upon such third impartial person, he shall be selected by a committee consisting of the following:

- a. The president of the American Federation of Labor.
- b. The head of the political science department of Columbia University.
- c. The chairman of the committee on arbitration of the Chamber of Commerce of the State of New York.

The person so selected shall receive adequate compensation, to be borne equally by both parties.

32. Each of the parties shall designate its own chief clerk, who shall have power to designate a first deputy. Each chief clerk shall have power to request his first deputy to act for him as a member of the committee on immediate action, if circumstances prevent his personal attendance.

¹ Proceedings of the board of arbitration, Jan. 24, 1914.

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