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CONCILIATION, ARBITRATION, AND SANITATION
IN THE DRESS AND WAIST INDUSTRY
OF NEW YORK CITY



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CONCILIATION, ARBITRATION, AND SANITATION IN THE DRESS AND WAIST INDUSTRY OF NEW YORK CITY.

BY CHARLES H. WINSLOW.

INTRODUCTION AND SUMMARY.

The signing of the protocol of peace in the cloak, suit, and skirt industry of New York City on September 2, 1910,¹ gave a great impetus to the development of the principle of collective bargaining and peaceful settlement of grievances in the allied branches of the needle trades of New York City and vicinity. The first three months of the year 1913 witnessed the birth of no less than four new protocols in the women's wear industry in the city of New York, and of two in the city of Boston. The new protocols in the chronological order of their adoption are as follows:

1. Dress and waist protocol, in New York City, adopted January 18, 1913.
2. Kimono and house-dress protocol, in New York City, adopted February 11, 1913.
3. White goods (ladies' underwear) protocol, in New York City, adopted February 17, 1913.
4. Misses and children's dresses protocol, in New York City, adopted March 8, 1913.
5. Cloak and suit protocol, in Boston, adopted March 8, 1913.
6. Dress and waist protocol, in Boston, adopted March 15, 1913.

The cloak, suit, and skirt protocol of 1910, which served as a model for the 1913 protocols in other branches of the women's clothing industry, involved according to estimates 50,000 people. Of the later protocols the first in importance, as measured by the number affected, was that in the New York dress and waist industry to which this report relates; this involved 36,000 people. Next in numerical

¹ Described in Bulletin of the United States Bureau of Labor, No. 98, p. 203.

importance were the white goods (ladies' underwear) protocol involving 10,000 and the misses and children's dresses protocol involving 7,500, both in New York, the cloak, suit, and skirt protocol in Boston involving 5,000, the kimono and house-dress protocol in New York involving 3,500, and the dress and waist protocol in Boston involving 3,000.

All these agreements with the International Ladies' Garment Workers' Union and its subsidiary locals embody the essential points of the protocol idea, namely:

1. Permanent peace; conciliation and arbitration through a board of grievances and a board of arbitration.
2. Sanitary control of the industry through a joint board of sanitary control.
3. Preferential union shop.
4. Minimum standards of wages for the workers.
5. Machinery for the determination of piece prices.
6. Prohibition of home work and subcontracting.

The fundamental basis of all of these agreements is explicitly stated in each one of them, viz, strong organizations of the respective parties; or, in other words, it is mutually understood that the only way to make the agreements effective is through complete control of the parties over the rank and file of their respective memberships.

The agreement in the dress and waist industry has been in existence for a period of one year. It is now possible to measure the success of this arrangement in terms of (a) general adaptability and practicability of the scheme; (b) ability of the organizations to direct effectively the actions of their membership, with reference to their readiness and willingness to carry out the agreement in letter as well as in spirit; (c) efficiency of the institutions created, and the degree of success of these institutions in peacefully and satisfactorily adjusting arising difficulties.

Whatever may be said concerning inharmonious industrial relations during the past few years, recognition must be given to a great motive force which is shaping our industrial fortunes through conciliation and arbitration. A growing modern dislike for the forms under which industrial disputes have been carried on in the recent past is partly responsible for the persistent struggles in some instances to maintain industrial peace through the adoption of methods of conciliation and arbitration.

As stated above, the success of such arrangements depends largely on the ability of the respective organizations to control their rank and file. That the framers of this agreement fully realized the significance of this point can be seen from the fact that under the protocol it is the moral duty of each party to strengthen the organization of the other.

It is directly in the interest of the employer to fulfill his obligations with reference to the carrying out of the principles of the preferential union shop, because the efficiency of the union in preventing the occurrence of strikes depends almost wholly upon its power to control the workers in the shops. No control is possible without individual workers affiliating themselves with the organization and standing by its mandates. The union can not be expected to control the actions of men who do not come under its jurisdiction, and, from this point of view, the most fundamental principle of success in this entire arrangement lies in the creation of conditions under which it becomes advantageous for the worker to join the union.

The preferential union shop, as provided in this protocol, involves two main points: Preference in engaging members of the union as well as preference in retaining them.

In the cloak industry, where this principle was successfully enforced, the membership of the union under this arrangement grew by leaps and bounds. Apparently it actually paid to belong to the organization. The application of the same principle in the dress and waist industry met with a far smaller degree of success. The number of union people in many of the largest establishments is still extremely small. Indeed, the membership of the Dress and Waist Union, Local 25, has decreased to a very considerable extent.

Thus the ability of the union to control the rank and file of its membership depends, to a very great extent, on the good faith of the individual members of the manufacturers' association in carrying out this promised preference.

The situation is totally different when we come to consider the ability of the manufacturers' association to control its rank and file. The union has succeeded in the elimination, to a very remarkable extent, of frequent shop strikes, phenomena particularly harmful to a seasonal industry. That the carrying out of this obligation by the union was of great service to the members of the association can readily be seen from a cursory inspection of the membership records of the association. In spite of the relatively high initiation fee (oftentimes prohibitively high to a small manufacturer), the membership of the association increased over 400 per cent during the past year. Apparently it was advantageous to be a member of the manufacturers' association.

In spite of this increase in membership the association has met with little success in compelling its members to carry out faithfully the provisions of the protocol, particularly with reference to the preferential union shop. The records of the union show that in 29 of the largest establishments in the industry, many of which belong to the most prominent members of the association, employing a total of 5,000 workers, the percentage of union workers is less than 1. The existence of such an abnormal situation can not be attributed to a lack of readi-

ness on the part of the association to use its influence in compelling its membership to carry out the principles laid down. Indeed, there is ample documentary evidence that the organization as such, particularly for the past few months, has done its utmost to enforce the carrying out of this fundamental obligation. Unfortunately the association has been utterly unable to accomplish the desired result.

The degree of peace and harmony that can be achieved naturally depends upon provisions for effective immediate adjustment of arising grievances. If the protocol is to work at all, the worker as well as the employer must be made to feel that it is not at all necessary to resort to strikes and lockouts in order to right wrongs.

Generally speaking, considering the novelty of the scheme, a great measure of success has been achieved. A grand total of 4,566 complaints were filed and satisfactorily adjusted during the first eleven months of the existence of the protocol. Of these, only 456, or about 10 per cent, were filed by the association; the remainder, 4,110, were filed by the union. In 62.2 per cent of the union cases and in 29.5 per cent of the association cases the contentions of the complainants were sustained and the grievances redressed more or less promptly.

Many of these peacefully adjusted cases involved fundamental principles, and sometimes large sums of money—in a word, were cases which in the preprotocol times would probably have resulted in strikes and lockouts. The section of this report entitled "Typical cases filed by the union" (pages 104 to 109) brings this point out clearly.

It is of great significance that over 98 per cent of the total number of complaints filed were adjusted through mediation; that is, without the assistance of third parties. There are on record two instances in which the methods of mediation failed to effect satisfactory adjustments—in two cases only the board of grievances failed to reach decisions. On the whole, it may be said that grievances have been redressed more or less satisfactorily and promptly.

Though, generally speaking, the various adjustment agencies of the protocol worked smoothly, there are to be found points where the machinery apparently clogged at times. The officials of the union frequently complain that the board of grievances, the main industrial court of the trade, is grinding out justice too slowly, that it often takes a long time to get the board together, that the board always has cases left over from previous calendars, and that, on account of all these conditions, many complaints are dropped through neglect. These contentions of the union, to some extent, were substantiated. Often, the records show, it took the board from three to four months to take up and adjust a specific case referred to it.

A similar charge is made by the union of the highly unsatisfactory work of the chief clerks. The records show that over 33 per cent of the total number of cases dropped were dropped through neglect of

the chief clerks. The union maintains that there really was no excuse for allowing cases referred to them to be disposed of in this way. The very fact that the cases had been referred to them would tend to show that the grievances involved were not trivial. A detailed analysis of many of these cases shows that the majority of them, by their very nature, called for immediate action.

The number of cases dropped through neglect as well as the alleged "masterful inactivity" of the board of grievances has led many of the members of the union, including most of the leaders, to the belief in the necessity of creating a committee on immediate action, to be presided over by an impartial salaried chairman—an organization to stand in constant readiness to arbitrate in cases that can not be adjusted through mediation by the chief clerks or their deputies, an institution similar to the one created by the board of arbitration in the cloak, suit, and skirt industry on January 24, 1914, as described in Bulletin of the Bureau of Labor Statistics, No. 144.

It is no indictment against the administrators of the protocol in the early period of its existence to charge a misconstruction of the functions of the mediators, otherwise known as deputy clerks. Apparently one of the difficulties which they later overcame was that disputes were regarded by them as involving legal rights rather than mere adjustments called for in the interest of peace and harmony in the industry. The human elements of a dispute were lamentably neglected while the legal phase was given great emphasis. The disposition of complaints was more nearly what might be expected in a legal adjustment rather than in the consideration of the human or economic interests involved.

THE INDUSTRY.

The dress and waist industry is a comparatively new member in a line of industries which are grouped under the name of the women's clothing trades. Prior to 1890 there was scarcely a semblance of the manufacture of dresses and waists in existence. The manufacture of dresses in New York City did not begin until about the year 1900.

Since 1900 this industry has grown very rapidly until at the present time, in spite of its newness, it is one of the principal industries in the manufacture of women's wear in New York City. According to the census of 1910, there were in the women's clothing industry in New York City 2,995 establishments, employing 94,258 wage earners, and having a total annual output of \$266,477,000.¹ To-day it is estimated that the number of establishments manufacturing women's clothing in New York City is much greater than 3,000, the number of wage earners exceeds 100,000, and the annual output is valued at about \$300,000,000.

¹ Thirteenth Census, 1910, Vol. IX: Manufactures, p. 859.

New York City claims credit for being the center of manufacture of women's clothing. According to the census of 1910, more than one-half of the total number of establishments in the country, engaged in the manufacture of women's clothing, and considerably more than one-half of the total number of employees and of the total capital, were in New York City, and of the total output more than one-half was produced in the same city.

A careful investigation of the dress and waist industry of New York, made by its board of sanitary control, shows that there were 707 separate shops, belonging to 620 establishments, and there were found working in these shops during the latter part of March, 1913, 36,858 individuals. A conservative estimate of the value of the total annual output of these shops puts it at about \$50,000,000.

The industry is highly seasonal in its nature; here, as in most of the allied needle trades, there are two main busy and two main dull seasons. Some factories suspend operations altogether during the slack seasons of the year. Others operate with about 25 per cent of their help. The exact beginning and ending of the fall and spring seasons in this industry can not be definitely stated, as the season is not uniform throughout the industry. It depends largely upon the character of the line of goods manufactured. Only in the case of concerns manufacturing standard lines of merchandise are any considerable proportion of the employees kept at work throughout the entire year; that is, from about 45 to 52 weeks.

THE WORKERS.

Though no complete census of the industry has been taken, a partial census made in 1913 shows that only about 16 per cent of the total employed in the industry are males.¹

With reference to the nationality of the female workers of the industry, the following are the facts as far as they were ascertained:

NATIONALITY OF WOMEN WORKERS.²

| Nationality. | Number. | Per cent. |
|----------------|---------|-----------|
| Hebrew..... | 15,996 | 56.16 |
| Italian..... | 9,784 | 34.35 |
| American..... | 1,989 | 6.98 |
| Irish..... | 234 | .82 |
| German..... | 233 | .81 |
| Negro..... | 94 | .33 |
| French..... | 54 | .19 |
| Polish..... | 50 | .18 |
| Hungarian..... | 24 | .08 |
| Russian..... | 10 | .04 |
| Swedish..... | 8 | .03 |
| Assyrian..... | 5 | .02 |
| Egyptian..... | 3 | .01 |
| Total..... | 28,484 | 100.00 |

¹ See Bulletin of the United States Bureau of Labor Statistics, No. 146.

² Special Report, Joint Board of Sanitary Control, May, 1913, p. 7.

With reference to the conjugal condition of the workers the report of the Joint Board of Sanitary Control states that:

From the general impression received by the inspectors after their investigation of all the shops in the industry, it would seem that the bulk of the workers, probably 50 per cent or more, are under the age of 20, half of the remainder being between 20 and 25 years of age, the other half 25 years and over. As a rule very few workers were found who were old or seemed to be much over 45.

The probabilities are also that the majority of workers, especially the women, are unmarried, there being only a comparatively small number of women workers who are married and have families.¹

About 60 per cent of the female workers operate machines. Only about 3 per cent of them are ironers or pressers.

THE WORKSHOPS.

As compared with the shops of the allied garment trades, the shops in the dress and waist industry are much safer and more sanitary. As a rule they are much larger than the shops in other branches of the garment trades and contain, on the average, a larger number of workers, 52 as against the average of 29 in the cloak, suit, and skirt industry.²

Most of the shops in the industry, 97.28 per cent, are in loft buildings, 2.72 per cent are in converted buildings, and none whatever in tenements, stores, cellars, rear buildings, or on attic floors.

LOCATION AND TYPE OF SHOPS.³

| Location and type of shops. | Shops. | | Persons employed in shops. | |
|--|---------|-----------|----------------------------|-----------|
| | Number. | Per cent. | Number. | Per cent. |
| Between Fourteenth and Thirty-ninth Streets..... | 504 | 72.00 | 29,704 | 81.03 |
| Below Fourteenth Street..... | 183 | 26.14 | 6,205 | 16.93 |
| Brooklyn..... | 11 | 1.57 | 638 | 1.74 |
| Harlem..... | 2 | .29 | 111 | .30 |
| Total..... | 700 | 100.00 | 36,658 | 100.00 |
| Loft buildings..... | 681 | 97.28 | 36,332 | 99.10 |
| Converted buildings..... | 19 | 2.72 | 326 | .90 |

DEVELOPMENT OF COLLECTIVE BARGAINING IN DRESS AND WAIST INDUSTRY.

AUTHORIZATION OF GENERAL STRIKE.

In 1912, at the Toronto convention of the International Ladies' Garment Workers' Union, the general executive board was directed to call a strike in the dress and waist industry. Accordingly, in January, 1913, preparations were made for a general strike through-

¹Special Report, Joint Board of Sanitary Control, May, 1913, p. 7. ²Ibid., p. 8. ³Ibid., p. 9.

out the industry. The Dress and Waist Manufacturers' Association had seen indications of the approaching conflict and had entered into negotiations with the leaders of the union for the consideration of tentative proposals. As a result of these conferences the protocol of peace in the dress and waist industry emerged, dated January 18, 1913, signed by the Dress and Waist Manufacturers' Association and the International Ladies' Garment Workers' Union, and guaranteed by the officers of the American Federation of Labor.¹

NEGOTIATIONS BETWEEN THE INTERNATIONAL LADIES' GARMENT WORKERS' UNION AND THE DRESS AND WAIST MANUFACTURERS' ASSOCIATION.

The first conference between the representatives of the International Ladies' Garment Workers' Union and the Dress and Waist Manufacturers' Association was held on December 13, 1912.

At this conference it became apparent that both sides were of the opinion that the existing situation required the joint effort of the union and of the association to perfect and make possible fair conditions throughout the industry. It also became apparent that any arrangement that was to be made between the parties could not become effective without the machinery to carry it out and without both sides being strongly organized. The conference, therefore, discussed informally the methods by which both organizations could be placed in a position where any plan or agreement could be made effective. The manufacturers raised the point that they feared competition from other sections of the country, and it was therefore suggested that the plan of certifying garments (white label) might be the means of solving this difficulty.

The conference finally reached a definite point. Assuming that the parties could come to an understanding as to standards of wages, hours, etc., and that they were ready to put into execution institutions and machinery like those in existence in the cloak industry, how could each side assist in accomplishing this result at the earliest practicable moment?

The suggestion was made on behalf of the union that a general strike was inevitable and that all of the workers must participate in this strike, including the workers in the shops of the members of the manufacturers' association. It was stated that "since what was necessary on the union side was an opportunity to express a general feeling of protest on the part of all the workers in the industry against the bad conditions in the industry, it is proper that the

¹ The garment workers are organized under two international unions—the United Garment Workers for those working upon men's clothing and the International Ladies' Garment Workers for those making women's clothing. The organizations among the ladies' garment workers fall in six divisions: Workers on cloaks, suits, and skirts; women's tailor-made garments; dresses and waists; misses' and children's wear; wrappers and kimonos; and white goods or underwear. Similar problems and conditions confront all these workers, and progress in one division has its effect on all the others.

workers in the shops of the manufacturers' association should join in the protest with their brothers and sisters, even though they should no longer be obliged to protest against the conditions in their own shops, having arrived at a satisfactory understanding with their employers." ¹ Accordingly it was suggested that at the very inception of the strike a large mass meeting of the workers in the industry should be held, to which the union would summon all of the workers, including those in the manufacturers' association shops. At this meeting all of the workers would be informed of the standards agreed upon between the manufacturers' association and the union, and those employed in the shops of the members of the association would then immediately return to work.

It was understood that the union would in good faith direct the workmen in the association shops to return, and that the interruption of work would probably last not more than a few hours—the people would probably return and work the following morning. The representatives of the International Ladies' Garment Workers' Union thought that this scheme would be of great advantage to them, as it would enable them to create a feeling of solidarity among the workers, thus making each one of them feel that he had really participated in the work of uplifting the industry.

The next point presented for consideration was as to the manner of the union's dealing with nonassociation shops. The union representatives stated that it was their intention not to sign individual contracts with individual firms. They believed that their aims would be most effectively reached through a collective agreement with an employers' association.

In accordance with this view, when the strike should be called, it would be understood by the union that settlements would not be made with individual employers, but that the employers would be referred to the association, with a recommendation that they join it. The association was then to consider in good faith their application, and if they were of such character and responsibility as to justify the belief that the association could assume the responsibility for their performance of the obligations, the association would accept them as members. If, on the other hand, the association believed that it could not in good faith undertake to be responsible for any of said applicants, the case of such applicant would immediately be referred to a joint committee, consisting of representatives of the manufacturers' association and of the union, where the merits of the case could be considered. If, as a result of this consideration, the manufacturers' association should still be determined not to accept the applicant, the disputed question would then be referred to the per-

¹ Minutes of meeting between the representatives of the Dress and Waist Association and the representatives of the International Ladies' Garment Workers' Union, 1912-13, pp. 2 and 3.

manent board of arbitration to be established. In case of the board of arbitration sustaining the contentions of the manufacturers, the union would then enter into such an arrangement with the individual employer as would insure his maintenance of standards equal to those agreed upon between the association and the union.

It was also understood that any understanding arrived at between the representatives of the manufacturers' association and the union should become effective only in the event of the union's succeeding in bringing into its membership the bulk of the workers in the trade.

The representatives of the union contended that dresses and waists, with certain exceptions, should be made on a piecework basis, and that there should be a standard per hour for the purpose of estimating the price to be paid for a specific piece of work. The unions pointed out that in fixing the rate per hour they did not mean a minimum standard, but rather a mean or average standard. The test should be made by a moderately skilled operator. It was also pointed out at this time that in order to reach a satisfactory basis for the adjustment of prices it was necessary not merely that estimates be made in each shop, but that these estimates be standardized throughout the industry. This problem could be solved by the creation of a piece-price board,¹ consisting of an equal number of representatives of the manufacturers and of the union, with complete power to fix piece prices for the whole industry and to equalize existing standards as rapidly as possible.

This piece-price board was to transact its business as nearly as practicable in the same manner as the board of grievances in the cloak industry, and instead of the board itself attending to the details of fixing prices it was to be empowered to appoint clerks, who should be price experts. These should jointly proceed to the place where the controversy arose, and only in the event of their disagreement should the matter be submitted to the piece-price board. The piece-price board was also to have power to make investigations, to collect data, and to establish as rapidly as possible scientific standards throughout the industry.

It was also suggested that when the protocol should be drawn the institutions, rules, and precedents already established in the cloak industry should be followed, as nearly as practicable, in the dress and waist industry.

At this session the president of the American Federation of Labor was present and expressed the readiness of the federation to act as guarantor for the faithful performance of the obligations by the International Ladies' Garment Workers' Union and its respective locals.

¹ The name of this proposed organization was subsequently changed to wage-scale board.

CONFEREES' REPORT AND RECOMMENDATIONS.¹

After canvassing the situation very carefully, the conferees agreed upon the following joint report:

I. Both parties are desirous of raising the conditions in the industry, and of obtaining the equalization of standards throughout by peaceful methods. To accomplish this end they recognize the value of an organization representing the workers in the industry, and of an organization representing the employers, and the value likewise of an understanding or agreement between the two, with adequate machinery to enforce and carry out the principles of the understanding.

II. Both parties desire to enforce sanitary standards throughout the industry, at least as high as those promulgated by the joint board of sanitary control in the cloak industry. To that end they recommend the creation of a joint board of sanitary control in all jurisdictional respects like the joint board of sanitary control in the cloak industry, two representatives to be chosen by the manufacturers, two by the union, and the three representatives of the public to be the same three who now represent the public in the cloak and suit industry, the powers of the board of sanitary control to be the same as those now vested in the board of sanitary control in the cloak industry.

III. To make more effective the maintenance of sanitary conditions, to insure equality throughout the industry of conditions, and to guarantee to the public garments made in certificated shops, the parties commend the value and desirability of instituting a system of certificating garments by a label to be affixed to the garment. Recognizing the difficulties of working out the details of such a plan at this time, but with the present preliminary development of the plan in the cloak industry, they believe that a complete plan can be worked out in the dress and waist industry within a year. Accordingly, each side agrees to cooperate to the full extent of its power in the formulation and effectuation of a system for the certification of garments adequately safeguarding the employers, the workers, and the consuming public.

IV. Both parties recognize the necessity for providing methods of adjusting disputes and grievances that arise. To that end they recommend the creation of a board of grievances, similar to the one now in existence in the cloak industry, to consist of 10 members—5 chosen by the manufacturers and 5 by the union—all rules, regulations, and precedents now in existence in the cloak industry to be followed so far as they are practically applicable to the dress and waist industry.

V. The board of grievances to have the same power to appoint clerks as the board of grievances in the cloak industry, and to follow the methods for adjusting the disputes and determining controversies now in existence in the cloak industry.

VI. The board of grievances also to be the continuous conference board representative of both sides, in which shall be discussed all problems and all plans for improvements of the industry.

VII. All the provisions for peace and arbitration contained in the protocol in the cloak industry to be followed in the dress and waist industry.

VIII. The conferees recommend the creation of a board of arbitration with the same powers and authority as the board of arbitration in the cloak industry, one member to be designated by the manufacturers, one by the union, and one by both. In case both parties do not agree upon the third nominee, the two arbitrators elected by them shall select a third.

IX. The conferees recommend that the parties agree to the full extent of their power to equalize standards of labor throughout the industry.

¹ Minutes of meetings held between representatives of the Dress and Waist Manufacturers' Association and the International Ladies' Garment Workers' Union, 1912-13, pp. 33-45.

X. The conferees recommend that the manufacturers accept the principle of the "preferential union shop" as defined in the cloak industry, and more fully described under that heading at pages 215-217 of Bulletin No. 98 of the United States Bureau of Labor.

XI. The conferees recommend the standards of hours of labor and wages set forth in schedule A hereto annexed.

XII. With reference to piece prices, the conferees recommend the following method:

a. There shall be in each shop a piece-price committee selected by the workers.

b. In the first instance, piece prices shall be settled by the employer and the piece-price committee.

c. In settling prices, the price per garment shall be based upon the estimated number of solid hours it will take an experienced good worker to make the garment without interruption, multiplied by the standard price per hour.

d. If the piece-price committee and the employer shall be unable to agree, after a conference, the work shall then be proceeded with, but the determination of the price to be paid for the work shall be made as follows:

e. One or more workers shall be selected to make the test for the purpose of determining the number of solid hours it will take an experienced good worker to make the garment in question.

f. Both the employer and the piece-price committee shall agree upon the operative who is to make the test, but in case they shall fail to agree, the piece-price board shall make such designation.

XIII. There shall be in addition to the board already referred to, a board to be known as the "Piece-price board," consisting of eight members—four to be appointed by the manufacturers' association and four by the union. Such board shall standardize the prices to be paid for piecework throughout the industry. To that end it shall have full power and authority to make a complete and exhaustive investigation throughout the industry as to prices paid for work, amounts earned by operatives, and classification of garments made. It shall immediately make a complete and exhaustive examination into the existing rates paid for piecework throughout the industry, and shall report in writing within six months from the date hereof the results of its labors. It shall be the duty of the board of grievances immediately to convene and act upon said report, and establish thereon the standard rate or rates per hour to be fixed throughout the industry as the basis for adjustment of piece prices.

XIV. Pending such determination of the standard price per hour, operators shall receive the following temporary increases:

In all shops where the standard per hour is now less than 28 cents, there shall be an increase of at least 15 per cent.

In all shops where the standard per hour is less than 30 cents and more than 28 cents, there shall be an increase of at least 10 per cent.

In all shops where the standard per hour is now 31 cents or 32 cents, the standard shall be advanced to 33 cents.

In no shop shall the standard rate per hour be less than 30 cents, and where the rate is now 33 cents or more, the present standard rate shall in no case be reduced.

In case of any dispute or controversy in any shop as to what is the standard per hour now paid, such dispute or controversy shall be settled by the piece-price board, and its decision shall be final.

XV. The conferees recommend that the piece-price board shall have authority to appoint clerks or representatives, expert in the art of fixing prices, and that such piece-price board shall follow, so far as practicable, the procedure now followed by the board of grievances in the cloak industry.

It shall have power to make suitable rules and regulations for the purpose of conducting its business, and shall have full power and authority to dispose of all appeals

that may be taken either by the union or the manufacturers' association, and shall settle all controversies that arise in the industry concerning piece prices.

It shall have full power and authority to make special exemptions for week work where special exigencies arise or where special skill is required.

It shall preserve data and statistics with a view of establishing, as nearly practicably as possible, a scientific basis for the fixing of piece prices throughout the industry, that will insure a minimum wage, and at the same time permit reward for increased efficiency.

XVI. The parties agree that although an understanding has been arrived at between them as to standards, institutions, and methods, nevertheless the workers in the shops of members of the manufacturers' association shall join in the general protest against conditions throughout the industry. It is understood, however, that at the time of the calling of the "general strike," about to be called, they shall be informed by the employers that an agreement or understanding has been arrived at between their employers and the union and the union specifically agrees that they shall return to work within 72 hours after such protest.

XVII. In order to make for equality of standards throughout the industry, it is the intention of the manufacturers' association to take into its membership all employers in the dress and waist industry, of such character and financial standing as will justify the association in assuming responsibility for the faithful fulfillment of its agreement with the union. The union, on the other hand, recognizes the moral obligation of every employer in the industry to belong to the association and to contribute to the expense of the institutions created by the two parties.

Accordingly, all employers who desire to settle with the union will be referred first to the association and requested to apply for membership. If for any reason their applications are rejected, the grounds for such rejection shall be stated to a committee on review, consisting of six members, three nominated by the union and three by the manufacturers. If any employer shall fail to join the association the union agrees to lay before the committee on review the original contract entered into between it and the individual employer, together with the nature of the security for the faithful performance of such contract. The association agrees to remain in executive session during the strike to pass upon applications for membership from day to day and the union agrees to postpone the consideration of any individual settlement until the employers applying for settlement shall have had opportunity to apply to the association for membership.

XVIII. It is understood, however, that there shall be no difference in maximum standard of hours, or minimum standard of wages, or sanitary conditions, in any non-association shops, except that the period within which changes to conform to sanitary standards shall be made, shall be fixed by the joint board of sanitary control.

XIX. Upon approval of this report by the Dress and Waist Manufacturers' Association and the International Ladies' Garment Workers' Union, a protocol covering the terms of the understanding herein set forth shall be drawn up, executed by the executive officers of both organizations, and countersigned by the president and New York representative of the American Federation of Labor.

XX. The agreement shall become null and void in all respects unless the union shall as the result of the "general strike," enroll in its membership the bulk of the workers in the industry.

XXI. Pending the determination of whether or not the fact (that) the union will enroll in its membership the bulk of the workers, the standard of wages and hours in schedule A shall go into effect as soon as the piece-price board shall be constituted and in working operation, but not later than February 1, 1913, if by that time, in the opinion of these conferees the result of the "general strike" demonstrates that the union will enroll in its membership the bulk of the workers.

XXII. The provisions of paragraph XIX of the protocol in the cloak industry with reference to filling vacancies in boards or committees shall apply hereto, and so far as applicable to the dress and waist industry, the precedents, usages, and rules of procedure already established and existing in the cloak industry shall be followed.

XXIII. The question of which legal holidays shall be observed shall be submitted to the board of arbitration hereby created, and without prejudice to the merits of the question, Lincoln's Birthday and Washington's Birthday in 1913 shall be observed; unless the decision of the board is rendered prior thereto.

XXIV. The conferees recommend that the gentlemen constituting the board of arbitration in the cloak industry shall constitute the board of arbitration in this industry.

XXV. The conferees recommend that inside subcontracting be abolished.

SCHEDULE A.

(Tentative: Pending final decision by the grievance board or board of arbitration).

HOURS OF LABOR.

Fifty hours shall constitute a week's work. After there shall have been in operation for one year the system of certificating garments referred to in the annexed report, the hours of labor shall be reduced to 49 per week, provided the other branches in the women's wear industry then under union agreement shall also have agreed to a standard of 49 hours per week.

WEEK WORKERS.

CUTTERS:

Full-fledged cutters shall receive not less than \$25 per week.

Apprentices shall be divided into three grades:

Grade A: Apprentices of less than one year's standing.

Grade B: Apprentices of more than one and less than two years' standing.

Grade C: Apprentices of more than two years' and less than three years' standing.

Apprentices shall receive:

Grade A: \$6 per week.

Grade B: \$12 per week.

Grade C: \$18 per week.

On or about the 15th day of June and November in each year Local No. 10 shall hold an examination for the purpose of admitting apprentices of Grade C to the class of full-fledged cutters.

After January 1, 1914, the following rule shall be adopted: In each shop there shall be not more than one apprentice for each five cutters employed, but in case there shall be less than five cutters employed, one apprentice may be employed.

At least one cutter shall be employed in each shop of members of the Association.

DRAPERS: Not less than \$14 per week.

JOINERS: Not less than \$12 per week.

EXAMINERS: Not less than \$10 per week.

SAMPLE HANDS:

Not less than \$14 per week.

Not more than one assistant to each four sample hands.

IRONERS:

Women, not less than \$12 per week.

Men, not less than \$15 per week.

An increase of a dollar per week in the minimum scale after the agreement shall have been in force for one year.

PRESSERS:

Not less than \$20 per week.

An increase of \$2 per week in the minimum scale after the agreement shall have been in force for one year.

DRESSMAKER-FINISHERS: Not less than \$8 per week.

PLAIN FINISHERS:

Sewing hooks and eyes, four for 1 cent.

Sewing patent hooks and eyes, four for 1 cent.

Sewing ordinary buttons, six for 1 cent.

Sewing self-shank buttons, three for 1 cent.

Sewing belts, two for 1 cent.

Basting bottoms of skirts, 2 cents each.

Sewing in belts, 2 cents each.

But in no case less than \$8 per week for fifty hours' work; after one weeks' trial.

LACE RUNNERS—TUCKERS—BUTTONHOLE MAKERS—BUTTON SEWING—SLEEVE SETTING—CLOSING AND HEMMING:

It was agreed that in place of the prices previously mentioned, pending investigation by the piece-price board for the purpose of establishing standards for lace running, buttonhole making, button sewing, sleeve setting, closing and hemming and tucking, differences as to prices shall be settled in each shop by the piece-price committee and the employer, and that in the event of controversy the matter shall be settled by the piece-price board in the manner provided for in the report for operators.

OPERATORS:

Operators shall be paid by the piece, the standard price per hour to be fixed after the investigation by the piece-price board within six months, and in the meantime there shall be the percentages of increase referred to in Paragraph XIV.

OVERTIME.

Not more than four (4) hours in any one week, nor two (2) hours in any one day, except for cutters, who are allowed to work overtime not more than two and one-half hours in any one day. No overtime between Saturday at 1 p. m. and Monday at 8 a. m., except on specials requiring completion by finishers or pressers for immediate delivery, and then for not more than two (2) hours. Double pay for overtime (week workers).

ADDITIONAL INCREASES.

An additional increase of 10 per cent (approximately) shall be granted by the manufacturers as soon as a system of certificated garments to the consumer, referred to in Paragraph III of the annexed report, shall have been in operation for one year.

On January 11 the above-given original report, revised, was approved by the conferees. It was agreed that ample notice of the time of the calling of the strike should be given to the association, in which to call a meeting of the members, and not less than 24 hours.

Two representatives of the union were appointed as a subcommittee to agree upon halls to which the strikers in the association shops should be sent. It was understood that the girls from the shops belonging to the association would be assigned to separate halls and that every effort would be made to keep the girls of the shops of the manufacturers' association separate from other girls.

The question having been presented as to whether the issuance of cards to the workers in the shops of the manufacturers' association should be dependent upon the payment of dues, it was decided that those girls who were willing to pay their dues and join the union would be permitted to do so at that time, and those who did not wish to do so at that time would have cards free of dues.

The representatives of the manufacturers announced that, in order to carry out this understanding, the secretary of the association would turn over to the president of the International Ladies' Garment Workers' Union a list of the names of all the present workers in the shops of the manufacturers' association in ample time to prepare passes for the workers.

In order to carry out all the described arrangements for the general strike, the unions announced that they would open an office in the neighborhood of the quarters of the manufacturers' association on the fourth day of the strike, at which place all workers who had not attended the meetings at the halls could apply for pass cards, and upon giving their names and addresses and shops where they were working, if these were association shops, they would receive their passes upon the request of the manufacturer countersigned by the secretary of the association.

It was understood that the board of strategy would meet on the second day of the strike. Two representatives, one from each side, were requested by this board to prepare a protocol in accordance with the above-given revised report of the conferees, to be ready for signature of the respective representatives of both organizations. It was clearly understood that there would be no modifications requested nor considered.

At the meeting of the conferees on January 16, after reading the proposed protocol, corrections having been made of typographical errors only, it was approved unanimously.

On January 18, 1913, the protocol of peace in the dress and waist industry was signed respectively by the representatives of the Dress and Waist Manufacturers' Association and of the International Ladies' Garment Workers' Union, and countersigned, as a guarantor, by Samuel Gompers and Hugh Frayne, as representing the American Federation of Labor.

PROTOCOL IN THE DRESS AND WAIST INDUSTRY.

TEXT OF THE PROTOCOL.

PROTOCOL OF PEACE entered into this 18th day of January, 1913, between the International Ladies' Garment Workers' Union (hereinafter called the union), and the Dress and Waist Manufacturers' Association (hereinafter called the association).

Both parties to this protocol are desirous of raising conditions in the industry, and obtaining the equalization of standards of labor throughout the industry by peaceful

and honorable methods. They recognize the value, to accomplish this end, of an organization representing the workers in the industry and of an organization representing the employers. They recognize also the value of an understanding or agreement between them capable of revision from time to time, with adequate machinery and institutions to enforce and carry out the principles of the understanding.

I. SANITARY CONDITIONS.

Both parties agree to create a joint board of sanitary control in all jurisdictional respects similar to the joint board of sanitary control now existing in the cloak industry, two members thereof to be chosen by the manufacturers, two by the union, and three to represent the public—the three representatives of the public now upon the board in the cloak industry. Said board is empowered to establish standards of sanitary conditions to which the manufacturers' association and the union shall be committed, and the manufacturers and the union obligate themselves to maintain such standards to the best of their ability and to the full extent of their power. The standards of such board, to begin with, shall be at least as high as the standards now existing in the cloak industry.

II. THE WHITE PROTOCOL LABEL.

To make more effective the maintenance of sanitary conditions throughout the industry, to insure equality of minimum standards throughout the industry, and to guarantee to the public garments made in the shops certificated by the board of sanitary control, the parties agree that there shall be instituted in the industry a system of certificating garments by a label to be affixed to the garment. Recognizing the difficulties of working out the details of such a plan at this time, but believing that the plan has been sufficiently developed and considered in the cloak industry, they believe that a complete plan can be worked out in the dress and waist industry within a year. To this end each party agrees to cooperate to the full extent of its power in the formulation and effectuation of a system for the certification of garments adequately safeguarding the employers, the workers, and the consuming public.

An additional increase of 10 per cent (approximately) shall be granted in all wages as soon as the system of certificating garments to the consumer herein referred to shall have been in operation for one year.

III. ADJUSTMENT OF GRIEVANCES.

Both parties recognize the necessity for providing modern and peaceful methods for adjusting disputes and grievances that arise. The system and method for adjusting disputes and determining controversies in the cloak industry having proved successful, they agree that there shall be created in the dress and waist industry a board of grievances to consist of 10 members—5 chosen by the manufacturers and 5 by the union, with the rules, regulations, and precedents now governing the board of grievances in the cloak industry so far as they are practically applicable in the dress and waist industry.

IV. CONFERENCES.

The board of grievances shall also be the continuous conference body to which shall be brought all problems and all plans for improvement in the industry, which both parties are to consider.

V. PERMANENT PEACE.

The parties to this protocol agree that there shall be no strike or lockout concerning any matters in controversy or any disagreement until full opportunity shall have been given for the submission of such matters to the board of grievances and to the board of arbitration created hereunder, and in the event of a determination of such controversy

or difference by said board of arbitration only in case of failure to accede to the determination of said board of arbitration.

The parties hereby establish a board of arbitration to consist of three members, composed of one nominee for the manufacturers, one nominee for the union, and one representative of the public, the latter to be agreed upon by both parties to this protocol, or in the event of their disagreement by the two arbitrators selected by them.

Until otherwise determined, the gentlemen constituting the board of arbitration in the cloak industry shall constitute the board of arbitration in this industry.

VI. TENTATIVE SCHEDULES.

The parties agree that the industry is very large and the conditions complicated; that there are many types of shops, and that the earnings of the employees in the shops vary widely in scale; and further frankly admit that they are not now in full possession of the facts as to present conditions in the industry. The provisions in this agreement or protocol relating to schedules of wages or other standards of labor are therefore tentative, and no final determination of these matters shall be made until after a complete investigation of conditions as hereinafter provided for, and the board of grievances shall have had opportunity to pass thereon, and in the event of the failure of the members of such board to agree then until the final determination by the board of arbitration in the manner herein provided.

VII. WAGE-SCALE BOARD.

The parties hereby establish a wage-scale board to consist of eight members—four to be nominated by the manufacturers and four by the union. Such board shall standardize the prices to be paid for piece and week work throughout the industry; it shall preserve data and statistics with a view to establishing as nearly practicably as possible a scientific basis for the fixing of piece and week work prices throughout the industry that will insure a minimum wage, and at the same time permit reward for increased efficiency. It shall have full power and authority to appoint clerks or representatives, expert in the art of fixing prices, and its procedure so far as practicable shall be the same as now followed by the board of grievances in the cloak industry. It shall have full power and authority to settle all disputes over prices, make special exemptions for week work where special exigencies arise, or a special scale is required.

VIII. IMMEDIATE INVESTIGATION.

Immediately after the signing of this protocol the wage-scale board shall, at the expense of both parties, make a complete and exhaustive examination into the existing rates paid for labor, the earnings of the operatives, and the classification of garments in the industry, and shall report in writing within six months from the date hereof the result of its labors. It shall be the duty of the board of grievances thereafter immediately to convene and to act upon said report, and based upon such report said board of grievances shall establish a rate or rates per hour for the adjustment of piece prices and to readjust any of the schedules tentatively agreed upon in the schedule hereto annexed.

IX. TENTATIVE STANDARDS OF LABOR.

The parties agree upon the standards of labor and wages set forth in schedule A, subject to revision by the grievance board in the light of experience, and after full investigation of the facts as provided in Article VI.

Where higher standards now exist, they shall in no case be lowered.

X. ADJUSTMENT OF PIECE PRICES.

The following method for determining piece prices for operators is adopted:

- (a) There shall be in each shop a piece-price committee selected by the workers.
- (b) In the first instance piece prices shall be settled by the employer and the piece-price committee.

(c) In settling prices the price per garment shall be based upon the estimated number of solid hours it will take an experienced good worker to make the garment without interruption, multiplied by the standard price per hour.

(d) If the piece-price committee and the employer shall be unable to agree after a conference, the work shall then be proceeded with, but the determination of the price to be paid for the work shall be made as follows:

(e) One or more workers shall be selected to make the test for the purpose of determining the number of solid hours it will take an experienced good worker to make the garment in question.

(f) Both the employer and the piece-price committee shall agree upon the operative who is to make the test, but in case they shall fail to agree the wage-scale board shall make such designation.

Pending the determination of standard prices per hour by the wage-scale board, operators shall receive the following temporary increases:

In all shops where the standard per hour is now less than 28 cents, there shall be an increase of at least 15 per cent.

In all shops where the standard per hour is less than 30 cents and more than 28 cents, there shall be an increase of at least 10 per cent.

In all shops where the standard per hour is now 31 cents or 32 cents, the standard shall be advanced to 33 cents. In no shop shall the standard rate per hour be less than 30 cents, and where the rate is now 33 cents or more the present standard rate shall in no case be reduced.

In case of any dispute or controversy in any shop as to what is the standard per hour now paid, such dispute or controversy shall be settled by the wage-scale board, and its decision shall be final.

There shall be no stoppage of work because of any dispute over piece prices, but the matter shall be adjusted in the manner herein provided, and when the prices are fixed they shall relate back to the time of the beginning of the work.

XI. INDIVIDUAL CONTRACTS WITH EMPLOYERS.

The union recognizes the moral obligation of every employer in the industry to belong to the manufacturers' association and to contribute to the expense of the institutions created by the two parties for the uplift of the industry. It acknowledges the value of such an association in the maintenance of standards throughout the industry. Accordingly, all employers desiring to settle with the union in the pending strike will be referred first to the association and requested to apply for membership. If for any reason the association rejects their application, the grounds for such rejection shall be stated to a committee on review, consisting of six members—three nominated by the union and three by the manufacturers. If any employer in the industry shall fail to join the association and shall enter into an individual contract with the union, there shall be no difference in maximum standards of hours, or minimum standards of wages, or sanitary conditions (except that the period within which changes to conform to sanitary standards shall be made shall be fixed by the joint board of sanitary control).

The union agrees to lay before said committee on review every original contract entered into between it and individual employers, together with a true statement of the nature and amount of any security taken for the faithful performance of such contract.

During the general strike the association will remain in executive session to pass upon applications for membership.

XII. EQUALIZATION OF STANDARDS.

Whether or not specifically referred to in any of the provisions of this protocol, the parties agree that it is essential that competition in the industry, so far as labor is concerned, shall be placed upon a plane of equality (making due allowance for difference in skill), and that both parties to the full extent of their power shall establish such equality.

XIII. THE PREFERENTIAL UNION SHOP.

The parties hereby accept the principles and the obligations of the "preferential union shop," as defined and understood in the cloak industry and more fully described under that heading at pages 215-217 of Bulletin No. 98 of the United States Bureau of Labor.

XIV. IMMEDIATE PROBLEMS FOR ARBITRATION.

The question of which legal holidays shall be observed in the industry shall be submitted to the board of arbitration created under this protocol, and, without prejudice to the merits of the question, Lincoln's Birthday and Washington's Birthday, 1913, shall be observed, unless the decision of the board is rendered prior thereto.

XV. SUBCONTRACTING.

All inside subcontracting shall be abolished.

XVI. MISCELLANEOUS.

The provisions of Paragraph XIX of the protocol in the cloak industry with reference to filling vacancies in boards or committees shall apply hereto, and so far as applicable to the dress and waist industry the precedents, usages, and rules of procedure already established and existing in the cloak industry shall be followed.

The minutes of the proceedings of the conferences resulting in the acceptance of this protocol shall govern all matters not specifically referred to herein.

In witness whereof, the parties have hereto set their hands and seals, and authorized their respective officers to affix the signature of the respective organizations hereto.

For the Dress and Waist Manufacturers' Association:

SAM'L FLOERSHEIMER, *President.*

WALTER H. BARTHOLOMEW, *General Manager.*

For the International Ladies' Garment Workers' Union:

ABRAHAM ROSENBERG, *President.*

JOHN A. DYCHE, *Secretary.*

The American Federation of Labor will stand back of the International Ladies' Garment Workers' Union in the faithful performance of the foregoing protocol.

SAMUEL GOMPERS,

President American Federation of Labor.

HUGH FRAYNE,

General Organizer American Federation of Labor.

In the presence of—

JULIUS HENRY COHEN.

GENERAL NATURE OF THE PROTOCOL.

The protocol in the dress and waist industry is more or less a copy of the protocol enacted in September, 1910, in the cloak, suit, and skirt industry of New York City.

The objects, permanent peace and general improvement in conditions and wages, are the same. The agencies are the same, with the one exception of the wage-scale board, an institution peculiar to the dress and waist industry because of the greater predominance of the piecework system. The obligations imposed upon the employer—50-hour week, standard minimum wages, preferential union shop, sanitary supervision, etc.—are also the same.

The obligations imposed upon the employes—elimination of strikes and peaceful settlement of grievances—are essentially the same. Even the personnel of the board of arbitration is the same as in the cloak, suit, and skirt industry.¹

Besides the wage-scale board, there are only two features in this protocol that can not be found in the protocol of the cloak industry. They are: (a) The provision for the establishment of the so-called white protocol label, Section II, and (b) the provision specifying that workers are not allowed to cease work pending the settlement of piece prices.

However, some of the provisions embodied in the protocol of the cloak industry, such as the one for the installation of electric power free of charge to the workers, and that regulating charges for damaged material and deposits, have become so firmly established in the garment trades that the protocol in the dress and waist industry does not specify them at all.

The framers of the protocol in the dress and waist industry benefited greatly by the experiences in the cloak and suit industry. One of the unsatisfactory clauses of the protocol of the cloak industry is the one specifying that the workers shall refrain from working on 10 legal holidays. As most of these holidays come in the month of October, the busiest part of the season, this cessation of work causes a great deal of interruption. The dress and waist protocol left the subject of holidays open, to be passed upon by the board of arbitration.²

Unlike those in the protocol of the cloak, suit, and skirt industry, the standards established by the dress and waist protocol are tentative, subject to changes by the board of grievances, wage-scale board, or the board of arbitration after a careful investigation of facts for the purpose of standardizing the whole industry. The protocol specifically states that:

Immediately after the signing of this protocol the wage-scale board shall, at the expense of both parties, make a complete and exhaustive examination into the existing rates paid for labor, the earnings of the operatives, and the classification of garments in the industry, and shall report in writing every six months from the date hereof the results of its labors. It shall be the duty of the board of grievances thereafter immediately to convene and to act upon said report, and based upon such report said board of grievances shall establish a rate or rates for the adjustment of piece prices, and to readjust any of the schedules tentatively agreed upon by the schedule hereto annexed.³

¹ Three months after the signing of the dress and waist protocol the personnel of the board of arbitration had been somewhat changed. Dr. Weyl, who was also on the board of arbitration of the cloak, suit, and skirt industry, resigned and was replaced on the board of arbitration in the dress and waist industry by Mr. Henry Bruere.

² The board of arbitration subsequently reduced the number of legal holidays from ten (as in the cloak and suit industry) to five (as in the dress and waist industry).

³ Section VIII.

WAGES OF PIECEWORKERS UNDER THE PROTOCOL.

The work in this industry is carried on under two systems, by week and by piece, i. e., workers are paid either by week, irrespective of the amount of work turned out, or by piece. The week workers constitute only about one-third of the working force.

Prior to the calling of the general strike of 1913, which resulted in the signing of the protocol, the earnings of the pieceworkers were estimated as having been as follows: About 60 per cent of the employees earned not more than 15 cents per hour; 20 per cent 15 cents but not more than 20 cents; and 20 per cent about 30 cents. The number of people earning over 30 cents per hour was insignificantly small.¹

The protocol established a minimum standard of 30 cents per hour.

MINIMUM PIECE PAY STANDARDS ESTABLISHED BY THE PROTOCOL OF THE DRESS AND WAIST INDUSTRY.

| Pay per hour before protocol. | Pay per hour according to protocol. | Per cent of increase. | Estimated number of workers of this group. ¹ |
|-------------------------------|-------------------------------------|-----------------------|---|
| <i>Cents.</i> | <i>Cents.</i> | | |
| 15 | 30 | 100 | 5,000 |
| 18 | 30 | 67 | 5,000 |
| 20 | 30 | 50 | 7,000 |
| 22 | 30 | 36 | 3,500 |
| 25 | 30 | 20 | 2,500 |
| 28 | 32 | 15 | 2,000 |
| 29 | 32 | 10 | 2,500 |
| 31 and 32 | 33 | 6 and 3 | 5,000 |
| 33 or over | Not to be decreased. | ..... | ..... |

¹ International Ladies' Garment Worker, Feb. 1913, p. 20.

OBLIGATIONS IMPOSED UPON THE PARTIES.

The following obligations are imposed by the protocol upon the manufacturers:

1. To employ (or retain) union men by preference.
2. To give up right to lockout as long as protocol is in force.
3. To pay minimum wage scale to week workers employed.
4. To raise, by considerable percentage, the pay of the pieceworkers.
5. To work in each week not more than 50 hours.
6. To prevent excessive overtime; the highest number of hours not to be more than 4 hours per week per worker.
7. To abolish subcontracting.
8. To settle piece prices in the manner defined by the protocol, a matter involving a certain organization of the workers within the shop.
9. To settle grievances peacefully and to abide faithfully by the decision of the authorities to be created under the protocol.

The following are the obligations imposed upon the union:

1. To give up right to strike as long as the protocol is in force.
2. To work on unsettled garment, leaving the final adjustment of prices to the wage-scale board.¹
3. Peaceful settlement of grievances and faithful carrying out of the decision of the judicial and legislative tribunals of the trade to be created under the protocol.

Besides these obligations, it is mutually understood that each side is to assist in a comprehensive investigation and standardization of the industry. Each side also admits² the importance of a strong organization in order to make the agreement effective.³ The employer is to use his good offices in making his nonunion employes join the union and thus make him help to carry the burden of expense of the organization.

ADVANTAGES GAINED BY BOTH PARTIES.

Advantages gained under the protocol by the workers may be listed as follows:

1. Recognition of the principle of collective bargaining.
2. Decrease in the number of hours of work from 54 to 50.
3. Increases in wages of workers.
4. Peaceful means for redress of all grievances, including disputes in wages, conditions, etc.
5. Protection in cases of discrimination for union activity and unjustifiable discharge.
6. Restrictions on overtime work.
7. Abolition of home work and subcontracting.
8. Regular weekly pay day and pay in cash.
9. Double pay for overtime to week workers.
10. Creation of conditions of safety and health of the workers.
11. Protection against lockouts.
12. Equalization and standardization of the various processes of production for the purpose of scientific determination of piece prices.
13. Introduction of one system (piecework) in the operating department.
14. Prohibition of favoritism in distribution of work.

The advantages gained by the manufacturers are as follows:

1. Protection against strikes. (Strikes in this industry are particularly harmful to employers, because of the seasonal character of

¹ This provision is an important one. It is different from a similar provision of the protocol in the cloak, suit, and skirt industry, which allows the cessation of work on unsettled garments.

² See the preamble to the protocol.

³ MAKING A STRONG UNION (extract from official organ of Manufacturers' Association): "A strong union will be a benefit to the manufacturers, and members of the association should make every effort to increase the membership in the union so that its officers may have complete control of the workers and be enabled to discipline them when necessary. With half the shop union and the other half nonunion it is easy to be seen that this is impossible and that friction is bound to result." (Dress and Waist Bull. No. 1)

the trade; a stoppage of work for a few days may prevent the employer from delivering goods on time, and this causes a loss of profit of the whole season.)

2. Restriction of competition between employers by means of equalization of the cost of labor.

3. Elimination of competition between the employer whose standards are high and fair and the employer whose standards are low and bad.

4. Security from lawsuits and general elimination of litigation.

5. Protection against exorbitant prices for piecework.

ADJUSTMENT OF PIECE PRICES.

This is one of the most difficult problems in the industry. The shops vary; the grades of work are numerous; the number of occupations is rather high.¹

For the purpose of making prices, the employees of each shop were conceded the right to elect a piece-price committee. This committee, in consultation with the employer, is to agree upon prices for the making of specific garments. If no satisfactory agreement can be reached, the work, unlike that in the cloak industry, is to be proceeded with, but one or more workers are to be selected immediately to make a test in order to determine the amount of time (in solid hours) that

¹ The following is a brief enumeration of the occupations:

Chief occupations:

1. Designing and making original model.
2. Pattern cutting and grading.
3. Cutting of garments.
4. Operating or machine sewing.
5. Finishing.
6. Cleaning.
7. Examining.
8. Final pressing of the garment.

A very specialized subdivision of labor is to be found in each of the main occupations. This is particularly true of the operating department. Here the work approaches extreme specialization, and is divided into the following occupations, or, rather, designations:

- a. Sleeve makers—Put sleeves together.
- b. Body makers—Make the body, sew shoulder seams.
- c. Closers—Sew side seams.
- d. Sleeve setters.
- e. Skirt makers—Stitch skirts together.
- f. Belt makers.
- g. Joiners—Put skirt and waist together.
- h. Hemstitchers.
- i. Tuckers.
- j. Hemmers.
- k. Binders.
- l. Pipers.
- m. Lace runners.
- n. Trimmers.
- o. Buttonhole makers.
- p. Markers.
- q. Button setters.

In the larger establishments even these subdivisions are further subdivided. At times four or five workers can be found working on one sleeve.

it would take a moderately skilled worker to make the garment in question. The price is then to be based upon the approximate former earnings per hour of the test hand, multiplied by the number of solid hours that the making of the test consumed. If the parties can not agree upon a particular operative to make the test, the matter is to be referred to the wage-scale board.

However, in order to insure to the workers definite increases in wages, a provision was embodied in Article X to the effect that, pending the determination of standard prices by the wage-scale board, operators shall receive the following temporary increases:

In all shops where the standard per hour is now less than 28 cents, there shall be an increase of at least 15 per cent.

In all shops where the standard per hour is less than 30 cents and more than 28 cents, there shall be an increase of at least 10 per cent.

In all shops where the standard per hour is now 31 or 32 cents the standard shall be advanced to 33 cents. In no shop shall the standard rate per hour be less than 30 cents, and where the rate is now 33 cents or more the present standard rate shall in no case be reduced.

The same section of the protocol further states that—

In case of any dispute or controversy in any shop as to what is the standard per hour now paid, such dispute or controversy shall be settled by the wage-scale board, and its decision shall be final.

Though, generally speaking, the workers and employers have managed to adjust prices under this system, there has been much discontent on both sides. The employers, at times, felt that the test hand did not put in sufficient effort to get out the garment as quickly as possible. The workers, again, frequently maintained that some method of "speeding" up had been used.

Thus the establishment of objective uniform standards for the determination of piece prices became imperative. For this reason the protocol specifically provided for an immediate investigation for the purpose of standardizing the various processes of the industry.

The method employed in this investigation consisted in timing workers in the shops on different operations in the manufacture of dresses and waists. This method was virtually the application of the test principle, but on a much more elaborate and exact scale; instead of timing one worker of average skill, practically all the workers employed in the shop were tested.

Under ordinary circumstances the worker is tested for a few hours only. There is therefore always room for suspicion that either the worker is shirking in the hope of making up for the loss of wages during the few hours by higher piece rates, or that the test hand is being "speeded" up by the manufacturer to a pitch which would be impossible for the average worker to maintain from day to day.

In the tests carried on by the investigation bureau of the wage-scale board neither of these two things is likely to happen. The worker would have to sacrifice a whole week's earnings in order to slow down in the test; nor could he be "speeded" up beyond his usual ability and keep up that speed for an entire week. As a matter of fact, in many instances the test lasted more than a week, sometimes as long as three weeks.

In timing the workers the investigators of the board endeavored to ascertain not only the time that it takes to make the entire garment, but also the time that it takes to complete each separate process, such as joining of shoulders, closing sides, hemming bottoms, making centers, setting collars, tacking fronts, etc. This was done for the purpose of finding out the exact time that it takes a moderately experienced operative to complete any single part of the garment. Such a standardization of processes would make it possible for the wage-scale board to set up a scale of piece rates for each specific part of the garment, so that when the price of a new garment has to be determined the price committee and the manufacturer would have only to consult the schedule of rates specified by the board for the making of specific parts of the garment in order to arrive at the fair price to be paid for the making of the entire garment.

RULES FOR SHOP CHAIRMEN.

The following rules for the guidance of shop chairmen, formulated in consultation with representatives of the association, have been promulgated by the union:

(1) It is the duty of the shop chairman to urge upon all nonunion people to join the union.

(2) The shop chairman should see to it that all the workers in the shop are in good standing with the union, and that the dues and assessments of each worker be paid up.

(3) The shop chairman should inspect the books of the workers weekly, collect their dues, bring the money collected to the office of the union and procure dues' stamps in return.

(4) It is the duty of the shop chairman to call upon all workers from the shop to attend shop meetings at least once every two weeks. Notice of such shop meetings must be filed with the union office at least three days in advance of the date of such meeting. In exceptional cases a meeting may be called at any time, providing notice of same is given to the union office.

(5) It is the duty of the shop chairman to settle all disputes and misunderstandings between the employer and the workers. In extraordinary cases, where a conflict arises and it is impossible for the shop chairman to bring about a settlement, the shop chairman shall immediately notify the union office. In no case, however, should work be stopped.

(6) It is the shop chairman's duty to maintain and encourage friendly and harmonious relations among the workers of the shop and to avoid all personal conflicts. In case a worker does not live up to the union "ethics," it is the duty of the shop chairman to report same to the union and severe action will be taken against such members.

(7) How prices should be settled on piecework:

(a) The workers of each shop should elect a price committee at a shop meeting. The duty of the price committee is to settle prices with the firm. The shop chairman shall be the chairman of the price committee.

(b) The price committee, with the employer, shall determine the prices of all new garments, same to be figured according to the amount of hours it takes an average experienced worker to produce such garment.

(c) In case the price committee can not agree with the employer on a certain price of a certain garment, then it is the duty of the price committee, in conjunction with the firm, to elect one or two workers to make a test of the disputed garment, but at the same time the work must continue.

(d) After the prices of piecework are agreed upon, the shop chairman is required to bring a copy of the price list to the office of the union. He shall also bring copies of all additional settled garments every week.

(8) It is the duty of the shop chairman to see to it that none of the workers shall work overtime more than four hours in any one week, and no more than two hours in any one day. Under no circumstances shall there be any overtime work done between the hours of 1 p. m. Saturday and 8 a. m. Monday. Week workers must get double pay for overtime. No work shall be taken home.

(9) Only six days shall constitute a week's work. Those who work on Saturdays shall under no circumstance work on Sundays, and those who work on Sundays must not work on Saturdays.

(10) It is the duty of the shop chairman to report in writing at least once in two weeks to the union office as to the general condition of the shop, such as whether the spirit of the protocol is being lived up to and as to the attitude prevailing between the firm and the workers. Special report blanks for this purpose may be obtained at the office of the union.

(11) The election of the shop chairman and the price committees shall take place once a month at a regular shop meeting of each shop. None of the elected shop chairmen or price committees shall resign before the expiration of their term.

(12) The shop chairman shall inform all the workers of his shop that no work shall be performed on the following legal holidays, and that all week workers must get paid for them:

| | |
|----------------------------|---------------------------|
| Washington's Birthday..... | February 22 |
| Decoration Day..... | May 30 |
| Labor Day..... | First Monday in September |
| Thanksgiving Day..... | Last Thursday in November |
| Christmas Day..... | December 25 |

These rules must be strictly observed.

WHITE PROTOCOL LABEL.

One of the new features of the dress and waist protocol, as distinguishing it from the protocol in the cloak and suit industry, is the provision for the introduction, at the earliest possible moment, of the so-called white label.

Whenever complete and regular inspection of the entire industry is fully under way and certificates are issued to shops maintaining adequate standards, the chain of evidence is to be carried one link farther—the garment itself is to be certified by the board, so that the consumer will know the condition under which the garment was made.

An extensive advertising campaign, conducted by both parties will, it is expected, inevitably educate the public to a realization of its responsibility for the maintenance of sanitary conditions. The responsibility from the producer to the consumer is thus made direct and real, and can not be evaded. A label on each garment is to furnish the purchaser with unmistakable evidence of its conformance with the standards of living maintained by the best in the industry. Such a label has been contemplated and specified in the protocol of peace of the dress and waist industry, signed January 18, 1913. It is to be known as the white protocol label. The provision is as follows:

To make more effective the maintenance of sanitary conditions throughout the industry, to insure equality of minimum standards throughout the industry, and to guarantee to the public garments made in the shops certified by the Board of Sanitary Control, the parties agree that there shall be instituted in the industry a system of certifying garments by a label to be affixed to the garments. Recognizing the difficulties of working out such a plan at this time, but believing that the plan has been sufficiently developed and considered in the cloak industry, they believe that a complete plan can be worked out in the dress and waist industry within a year. To this end each party agrees to cooperate to the full extent of its power in the formulation and effectuation of a system for the certification of garments adequately safeguarding the employers, the workers, and the consuming public.

Additional increase of 10 per cent (approximately) shall be granted in all wages as soon as the system of certifying garments to the consumer herein referred to shall have been in operation for one year.

LEGAL HOLIDAYS.

The question of holidays has been a constant source of disturbance in the cloak, suit, and skirt industry. The protocol of the cloak, suit, and skirt industry provides for cessation of work on 10 specified holidays.

The period of busy activity in the industry is from 20 to 30 weeks, and usually centers around the months of September-October and February-March. During September and October occur the principal Hebrew holidays. In addition, one of the ten legal holidays—Columbus Day—occurs in October, and two—Lincoln's Birthday and Washington's Birthday—in February. The effect of this coupling of holidays with the normal seasonal period of activity is shown in the accompanying calendar of October working days, submitted by the manufacturers' association to the board of arbitration at its session in October, 1913. On this calendar the holidays are indicated by black spaces.

Omitting Sundays and Saturday half-holidays, and deducting the Jewish holidays, there are left only 17 working days during October, 1913, one of the busiest months of the year. Taking out Columbus Day, another of the entire working days of this month is eliminated.

The dress and waist people benefited by this apparently undesirable experience of the cloak and skirt industry. Accordingly, the protocol of the dress and waist industry in the section on "Immediate problems for arbitration" makes the following specific statement:

SECTION XIV. The question of which legal holidays shall be observed in the industry shall be submitted to the board of arbitration created under this protocol, and, without prejudice to the merits of the question, Lincoln's Birthday and Wash-

| October Working Days at a Glance | | | | | | |
|----------------------------------|---------|---------|-----------|----------|--------|----------|
| 1913 | OCTOBER | | | | | 1913 |
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| | | | 1 | | | 2 |
| | 6 | 7 | 8 | 9 | 10 | 11 |
| | | 14 | 15 | | | 16 |
| | 20 | 21 | 22 | | | 23 |
| | 27 | 28 | 29 | 30 | 31 | |

ington's Birthday, 1913, shall be observed, unless the decision of the board is rendered prior thereto.

On March 15, 1913, the board of arbitration in the dress and waist industry submitted the following decision in the matter of legal holidays:

RULINGS AND RECOMMENDATIONS OF THE BOARD OF ARBITRATION.

In the matter of legal holidays in the dress and waist industry.

The protocol of peace entered into the 18th day January, 1913, between the International Ladies' Garment Workers' Union and the Dress and Waist Manufacturers' Association, declared (Sec. XIV) that "the question of which legal holidays shall be observed in the industry shall be submitted to the board of arbitration created under this protocol."

The board of arbitration believes that as far as is practicable legal holidays should be observed, and that an adequate period of rest and recuperation is necessary to the welfare of the workers in all industries. On the other hand, the board recognizes that the dress and waist industry is a seasonal industry, and that a large part of its employees are compulsorily idle for a considerable part of the year. The board also believes that the preponderance of the evidence tends to establish the fact that the seasonal character of the industry depends largely upon conditions beyond the control of the local manufacturers, and therefore that an excessive number of holidays would have the effect not of extending the season, but simply of cutting down the number of days of work for the whole industry.

The entire question is complicated by the circumstances that, beside the legal holidays, certain Jewish holidays are customarily observed in the industry. The board did not believe that it had the power under the provisions of Section XIV of the protocol to render an authoritative decision as to any holidays other than the "legal" holidays specifically mentioned. It has, however, carefully considered the subject of Jewish holidays and has embodied its conclusions in a recommendation, which, while not binding upon either of the two parties, is urged upon them by the board in the interest of their common welfare.

The board rules:

(1) That the following five legal holidays shall be observed in the dress and waist industry: Washington's Birthday, Decoration Day, Labor Day, Thanksgiving Day, and Christmas.

(2) That when any of these legal holidays falls on a Sunday, all employees customarily observing Sunday as a day of rest shall be entitled to observe the following Monday as a holiday; and when any of these legal holidays falls upon a Saturday, all employees customarily observing Saturday as a day of rest shall be entitled to observe the following Sunday as a holiday.

(3) That full wages shall be paid all week workers on each of the five holidays above specified.

(4) That it shall be within the power of the union to dispense with the observance of any of these holidays on the condition that all employees engaged to work on such holidays shall receive double pay for that day.

The board, without ruling on the following subjects, recommends:

(1) That the association and the union meet for the purpose of exchanging two of the five holidays herein above mentioned for two Jewish holidays, preferably the Jewish New Year's and the Day of Atonement. If such exchange be made, and the secretary of the board of arbitration be notified to that effect, then the employees shall enjoy the same rights and privileges with respect to these two holidays that they now enjoy with respect to the two legal holidays, which may be surrendered therefor.

(2) The board further recommends that, wherever practicable, all shops be divided into shops which observe Sunday as a day of rest and which shall be called "Saturday shops"; and shops which observe Saturday as a day of rest and which shall be called "Sunday shops"; and that the present practice of having in the same shop some employees who work on the one day and others who work on the other day be as far and as soon as possible terminated.

The board further recommends that the union and the association meet to consider the feasibility of making Sunday a long day and Friday a short day in the "Saturday shops" to the end that the weekly recurring holiday in the "Saturday shops" be not divided into two parts.

PREFERENTIAL UNION SHOP.

Paragraph XIII of the protocol reads:

The parties hereby accept the principles and the obligations of the "preferential union shop" as defined and understood in the cloak industry, and more fully de-

scribed under that heading at pages 215-217 of Bulletin No. 98 of the United States Bureau of Labor.

Section XIV of the protocol in the cloak, suit, and skirt industry, as given on page 215 of Bulletin 98 of the Bureau of Labor, defines this principle as follows:

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.

Thus the protocol in the dress and waist industry establishes the preferential union shop in the sense that when workers are hired, members of the union must, by its very provisions, be given preference.

The general secretary-treasurer of the International Ladies' Garment Workers' Union, in his prefatory note to the protocol, says:

In such a shop the nonunion worker may obtain employment, but in a protocol shop they are laboring under a disadvantage, because while the employer may pay him the same scale of wages and work the same number of hours, his employment and his rights are limited, for he is the first to go down and the last to be taken up.

That the employer's organization is in perfect accord with the union on this point can be seen from a notice that appeared in the Dress and Waist Bulletin, the organ of the manufacturers:

LAYING OFF UNDER THE PROTOCOL.

The attention of members is called to the fact that the theory of the preferential union shop, to which they are bound to adhere under the protocol, requires in general that in laying off workers manufacturers shall lay off nonunion workers before laying off union workers, skill being equal.¹

The following also is from an editorial in the organ of the Manufacturers' Protective Association entitled, "Regarding the Union":

Every reasonable effort should be made by members to induce their employees to join the union. This is only just and fair, not only because the association is morally obligated to do this, but also because it is a simple matter of justice for all the workers to contribute their share in the way of dues to the union toward meeting the greatly increased expenses involved in carrying out the protocol conditions in the shops. There need be no coercion and there should not be, but if the matter is presented properly to the workers who have not yet affiliated themselves with the union there is no doubt that they can be induced to join.

A strong union will be a benefit to the manufacturers, and members of the association should make every effort to increase the membership in the union so that its officers may have complete control of the workers and be enabled to discipline them when necessary. With half the shop union and the other half nonunion, it is easy to be seen that this is impossible and that friction is bound to result.²

¹ Dress and Waist Bulletin, No. 4, p. 2.

² Dress and Waist Bulletin, No. 1.

Thus the preferential union shop, as worked out in the protocol and in its actual application, involves two fundamental preferential principles, viz, (a) Preference to members of the union when hiring help, (b) preference to members of the union in retaining them during the dull season.

This arrangement resembles very closely the so-called closed shop and yet it is not at all a closed shop, for the union is an open one, the admission fee low, and the dues relatively reasonable. There is a fair chance for any worker to join it. Besides, the applicant does not necessarily have to belong to the union when hired; he or she can join it afterwards.

In the cloak, suit, and skirt industry the above-described arrangement was a success; the membership of the union, as well as of the association, grew under this arrangement. Apparently, it actually was advantageous to be a member of the union because of the given preference. Not so in the dress and waist industry.

Unlike that of the cloak industry, the membership of the dress and waist union, instead of growing larger, has diminished to about one-half. The union charged the manufacturers with bad faith in preferring and actually offering advantage to nonunion employees. In its charges before the board of arbitration it presented a list of shops, quite a number of them belonging to officers and prominent and active members of the manufacturers' association, in which the percentage of union help was less than 1. The association admitted that, but cited many instances where the blame for this serious situation could not be fixed upon the association. The tactics and policy of the union, they said, prejudiced the worker against joining it.

CHANGES IN THE MEMBERSHIP OF THE DRESS AND WAIST MANUFACTURERS' ASSOCIATION DURING THE FIRST 11 MONTHS OF THE EXISTENCE OF THE PROTOCOL.

| Date. | Member-ship. | Date. | Member-ship. |
|--------------------|--------------|-------------------|--------------|
| Jan. 18, 1913..... | 61 | Aug. 1..... | 298 |
| Feb. 1..... | 292 | Sept. 1..... | 300 |
| Mar. 1..... | 297 | Oct. 1..... | 283 |
| Apr. 1..... | 297 | Nov. 1..... | 257 |
| May 1..... | 302 | Dec. 1..... | 261 |
| June 1..... | 299 | Jan. 1, 1914..... | 261 |
| July 1..... | 298 | | |

Immediately after the signing of the protocol the membership of the association increased from 61 to 292, or 379 per cent. Since February, 1913, with only small variations here and there, the association has succeeded in retaining the largest part of this tremendous increase in membership caused by the protocol. On January 1, 1914, the mem-

bership of the association was 328 per cent higher than it was on the day of the signing of the protocol.

The association, as such, has apparently acted in good faith regarding the preferential union shop. The board of arbitration made the following statement in a decision rendered on the subject:

The charge made by the union, that preference in many instances has not been given to members of the union, is admitted as a matter of fact. It is perfectly clear that the membership of the union to-day is probably only one-half what it was six or eight months ago. The question of whose fault that is is one on which the parties differ. Now, it seems to us that practically both parties have been at fault, and that it will be necessary for both parties to exert themselves greatly to carry out the plan which was originally in their purpose.¹

Immediately after this decision was delivered, a number of conferences for the purpose of starting an active campaign for the carrying out of the principle of the preferential union shop took place. As a result of these conferences the association, on February 2, 1914, sent out the following letter:

NEW YORK, February 2, 1914.

To the members of the Dress and Waist Manufacturers' Association.

GENTLEMEN: There seems to be a lack of understanding on the part of our members as to the precise meaning of the "Preferential union shop" provision of the protocol. I have had written out the extracts from Bulletin No. 98, which are made a part of the protocol of peace, and inclose them herewith. I also inclose extracts from a recent decision of the board of arbitration in the dress and waist industry, in reference to the matter. Please file these for ready reference.²

The protocol has come to stay. So has the association, and so has the union. We are gradually building up institutions like the joint board of sanitary control, the wage-scale board, and the board of grievances, which will ultimately solve the very difficult problems that exist in our industry. We are to-day considering standardizing piece prices, plans for industrial education, and the protocol white label. We are assured of the cooperation of the National Consumers' League, express guaranty of which was given at their national convention, in support of our label. None of these institutions can possibly exist without the hearty cooperation of the union and the association. They are for the benefit of the manufacturer and the worker alike. The principle underlying the preferential union shop is that since the workers get benefits from these institutions, they should belong to their organization, just as the manufacturer who gets the benefits should belong to our organization. Some of our members have failed to appreciate that the work of cooperation between the association and the union would fail if the union did not have the moral support and cooperation of the manufacturers, as guaranteed by the protocol. The first place at which this moral support and cooperation is established tangibly on the part of the manufacturers is in the observance of the principle of the "Preferential union shop."

I must ask you to carefully consider the provisions of the protocol upon this point, and I must ask you for your cooperation in seeing to it that these provisions are carried out in your shop.

¹ Decision of board of arbitration. Proceedings, Nov. 8 and 9, 1913, pp. 377 and 378.

² The inclosure contained extracts from Bulletin 98, Bureau of Labor, as well as from the opinions of the board of arbitration relating to the obligations of the members of the association with reference to the preferential union shop.

The union is communicating with its members concerning the payment of dues by the members. Of course the union can not live without its members' contributions, any more than our organization can live without our members' contributions. If the union is doing good work for the workers, they should support this good work. The member of the union who does not pay his or her dues is like the member of our association who does not pay his dues. Suspension is likely to follow. Now, in the case of the member of the union, suspension means the loss of the preference which the protocol guarantees to the union workers. Since the employer is responsible for the guaranteeing of this preference, the suspended member of the union loses rights guaranteed under the protocol.

It seems only fair, before the union takes action in suspending a large number of its members, that they should be cautioned by the union officials and their employers who are members of our association, that their failure to pay the union dues will result automatically in their suspension, and will deprive them of the right of preference guaranteed by the protocol.

The members of the association must realize that the general manager can not enforce for them their rights under the protocol unless he is able to show that the members of the association, on their side, perform fully their obligations. Many of the members of the association thoroughly understand and appreciate this fact and are loyally performing their duties—only a few fail.

Please be good enough to consider carefully this letter and if you do not understand it fully, communicate directly with me.

Very truly, yours,

(Signed)

General Manager.

The union followed up this letter of the association by a similar one, dated February 6; as follows:

NEW YORK, *February 6, 1914.*

ATTENTION.

To the shop chairman of ———:

I beg to call your attention to a very important rule which was adopted at a special meeting of the executive board on Tuesday, February 3, 1914, and which reads as follows:

“In accordance with the rules and regulations of our union, if any member is in arrears with his or her dues or assessments for more than four weeks, he or she is automatically suspended from the union and ceases to get all the benefits of the union.

“The executive board took into consideration the fact that a great number of our members were out of work, or earned very little during the dull season, and it was impossible for them to pay up their dues, up to the present time. They, therefore, decided that this law shall go into effect the 28th day of February, 1914, in order to give our members an opportunity to pay up their dues and assessments by that date.”

Some workers are under the impression that because they work in a protocol shop they are freed from the duty of paying their dues to the union. This contention of our members is very erroneous, because the protocol provides definitely that all workers who enjoy the benefits of the union and of the protocol must share its burdens. In other words, it means that anyone who does not share the burdens of the union by contributing toward its funds is not entitled to any benefits thereof; and any worker who enjoys the benefits of the union and the protocol and does not contribute his or her share of the expenses of maintaining the union is a shirker and is unworthy of any respect or consideration. The obligation of paying dues to the union is not only a constitutional one, but is a moral one as well.

You are, therefore, requested to make this point clear to every worker employed in your shop, that unless they pay up their dues by the end of the given term, which is February 28, they will positively be suspended from the union, and as such they will be exempted from the protection of the union, which is guaranteed to them under the protocol.

As the protocol provides also that preference must be given at all times to members in good standing in the union, you must hereafter insist that this provision shall be strictly enforced. Therefore, you are urged to make this fact distinctly known to all the workers of your shop and give them due notice, as to what will occur hereafter in case of noncompliance with the above decision of our executive board.

You shall also make clear to all new workers who apply for positions that unless they are in good standing with the union they can not continue to work, for the reason that union members, in good standing, have to get preference. Such new workers must either immediately join the union or give place to union members in good standing.

I am absolutely determined to see that only members of the union, in good standing, shall get preference, first in getting positions, and then in retaining their positions.

Please report to me at once what is the attitude of the firm and the workers in your shop, as far as union conditions and union membership are concerned, so that I can enforce the decision of the union.

Faithfully, yours,

(Signed) _____,
General Manager.

Somewhat later, when a case of violation of this principle by the employer and his employees occurred, the board of grievances instructed the chief clerks of the respective sides to send out the following communication:

To all of the employees of the firm of _____, Spring Street.

FRIENDS: At the last meeting of the grievance board of the union and the association it was decided to make a thorough investigation of the existing conditions in your shop, in order to ascertain whether union conditions prevail there. You are, therefore, requested that from to-morrow on you should all have your union books with you. The investigation will be held some day this week.

Respectfully,

(Signed) _____,
Chief Clerk for the Union.

(Signed) _____,
Chief Clerk for the Association.

The chief clerks, as pointed out elsewhere, having been the most expert men in the situation, had in numerous instances to interpret the provisions of the protocol in the actual adjustment of cases. These officials have been careful and exact in these interpretations, having been aware of the fact that decisions once made gradually become precedents—the common law of the industry.

It is interesting, therefore, to examine the attitude and actual practice of the men who direct and execute the policies of the respective organizations.

CASES THE SETTLEMENT OF WHICH SHOWS THE APPLICATION OF THE PRINCIPLE OF PREFERENTIAL UNION SHOPS.

I. BOARD OF GRIEVANCES: DECISION OF CHIEF CLERKS.

NEW YORK, *February 4, 1914.*

In the matter of union complaint Nos. 1325, 1327, 1326, 1328, 1646, 2387, and 2412.

All of the above cases are unsettled owing to the attitude of the firm toward the deputy clerks when they called to make investigations. It is apparent from the reports of the deputy clerks that the firm will not permit an adequate investigation as to conditions in the shop, and that it is openly antagonistic to the organization of its shop by the union. This is especially evident from the special reports attached to cases Nos. 1328 and 1646. The chief clerks, therefore, agree that the firm of _____ shall be brought before the grievance board at the earliest possible opportunity to stand trial on the general charge of nonprotocol conditions in their shop and failure to carry out the preferential union shop rule as specified in the protocol.

(Signed) _____,
Chief Clerk for the Association.
 (Signed) _____,
Chief Clerk for the Union.

II. BOARD OF GRIEVANCES: DECISION OF CHIEF CLERKS.

NEW YORK, *February 4, 1914.*

In the matter of union complaint No. 2626 against _____.

The charge in this case is nonprotocol conditions in the factory. On the evidence submitted by the deputy clerks the charge is sustained. There is no price committee, no shop chairman, and practically no union members among the employees of the firm.

Since the charge was brought against the firm on June 20, 1913, there has been a change in the ownership and management, Mr. _____ having left the firm and Mr. _____ having taken in his brother. The present name of the firm is _____ and _____.

In a telephone conversation on February 3 Mr. _____ agreed with Mr. _____ that he would have a conference with the chief clerks as to ways and means of getting the girls to join the union and seeing that protocol conditions are instituted in the factory.

(Signed) _____,
Chief Clerk for the Association.
 (Signed) _____,
Chief Clerk for the Union.

III. BOARD OF GRIEVANCES: DECISION OF CHIEF CLERKS.

NEW YORK, *February 3, 1914.*

In the matter of union complaint No. 3105 against _____.

On August 8, 1913, the union filed a complaint against this firm for not maintaining protocol conditions in their shop, declaring that in February out of 200 people employed there were but 10 members of the union, and in May, out of 150 people there were but 2 who were members of the union, the other 5 having books but not having their dues paid up.

These facts are sustained by the deputy clerks. In themselves they go to show that the firm has not been carrying out strictly the preferential union shop rule, for

if there were 10 union people employed in February who were members of the union there should have been at least that many retained in May if there were still 150 employed in the shop. The union people should certainly have been retained in the employ of the firm.

While the chief clerks do not wish to unduly criticise this firm, they feel that owing to its prominence in the association, one of the firm being a member of the board of directors, it should make a more than ordinarily earnest effort to see that this condition is remedied, and to that end they request that they cooperate with the organizers of the union in no uncertain fashion immediately.

If the members of the executive committee of the association do not maintain union shops, how can we expect the rank and file of the members to do so?

(Signed) _____,
Chief Clerk for the Association.

(Signed) _____,
Chief Clerk for the Union.

IV.

NOVEMBER 21, 1913.

No. 4222. In re nonunion help being preferred.

_____ Ass'n, _____ Fifth Ave., City.

GENTLEMAN: We wish to file a complaint against the firm of _____ Waist Co. — West Twenty-first Street, city.

We have been informed that the above firm laid off their union operators and retained the nonunion operators.

As this is a violation of Section XIII of the protocol, we would kindly request that you immediately take this matter up and oblige,

Respectfully,

(Signed) _____,
General Manager of the Union.

DECISION OF CHIEF CLERKS.

NEW YORK, January 26, 1914.

In the matter of union complaint No. 4222 against _____ Waist Co.

It is the opinion of the chief clerks that the deputy clerks erred in rendering their decision on this case. The facts are as follows:

Two union operators, being in good standing with the union, and having their dues paid up, were discharged, and two nonunion operators were retained in the employ of the firm. When the deputy clerks went upon the case, the firm agreed to have the nonunion operators join the union. This was done, and the deputy clerks permitted the employer to retain these two girls, who had just joined the union, and to keep out the two former union members. In the opinion of the chief clerks there are two ways in which this case might have been fairly settled. The decision as rendered was not fair.

1. The nonunion girls should have been dismissed and the two union girls kept; or
2. The deputy clerks might have ruled that the two nonunion girls join the union, and the work be equally distributed among all four of them.

If decisions are not rendered upon this basis in similar cases, the result will be this, that the faithful union girl, who has borne her share of the burdens of the protocol will, in effect, be discriminated against in favor of the girl who shirks her share of the burdens of the protocol until she is threatened with discharge, and then pays up, simply to save her job.

(Signed) _____,
Chief Clerk for the Association.

(Signed) _____,
Chief Clerk for the Union.

V. BOARD OF GRIEVANCES: DECISION OF CHIEF CLERKS.

NEW YORK, *January 8, 1914.*

In the matter of union complaint No. 4513 against ———— Waist Co.

It is agreed by the chief clerks, upon review of the facts as disclosed by the investigation of deputy clerks ———— and ————, that the waist company, is guilty of breaking its promise and is guilty of a violation of the protocol in the matter of the preferential union shop rule, as contained in Article XIII, and that the union employees, deprived of work as a result of this conduct of the firm, have sustained certain pecuniary damages. It is, accordingly, agreed that an investigation shall be made as to the extent of this damage.

(Signed) _____,
Chief Clerk for the Association.

(Signed) _____,
Chief Clerk for the Union.

VI. BOARD OF GRIEVANCES: DECISION OF CHIEF CLERKS.

NEW YORK, *February 3, 1914.*

In the matter of union complaint No. 4580 against the ———— Co. (Inc.).

The deputy clerks, after investigating this case, have made an extended report to the chief clerks, which conclusively shows that the factory of the ———— Co. (Inc.), is practically being operated on a nonunion basis, there being almost no members of the union employed there.

The firm gave many excuses for this condition. While the chief clerks do not wish to unduly criticise Messrs. ———— and ————, proprietors of the ———— Co. (Inc.), they feel that owing to their prominence in the association, both being members of the board of directors, they should make a more than ordinarily earnest effort to see that the condition is remedied, and to that end they request that they cooperate with the organizers of the union in no uncertain fashion, immediately.

If the members of the executive committee of the association do not maintain union shops, how can we expect the rank and file of the members to do so.

(Signed) _____,
Chief Clerk of the Association.

(Signed) _____,
Chief Clerk for the Union.

Three weeks later, the matter of the preferential union came to the front again. Apparently dissatisfied with results obtained so far in this respect, the general manager of the union addressed to the manufacturers' association the letter quoted below. He suggested that the matter be taken immediately to the legislative body of the protocol—the joint conference of the board of grievances.

FEBRUARY 25, 1914.

DRESS AND WAIST MANUFACTURING ASSOCIATION,
 200 Fifth Avenue, City.

GENTLEMEN: At the last meeting of the board of arbitration held at the Bar Association, New York City, on October 25, 1913, we presented proof that the provisions of the protocol relating to the giving of preference to members of the union were being violated by a number of manufacturers among whom there were members of the executive board of the association.

The situation has not improved since then in the least. On the contrary, it has become worse. The number of manufacturers who employ almost exclusively non-union workers is growing instead of diminishing, and there are still members of your governing committees who do not employ any members of the union.

It is absurd to speak of a protocol based upon the principle of the preferential union shop while this condition prevails. As things are now, the members of the union who work in nonassociation shops are carrying on their shoulders almost the entire burden of maintaining the expensive machinery of the protocol.

Every possible method to remedy the evil has been tried by the union and so far without effect. The union is handicapped in organizing these shops by the prohibition against striking.

For 12 months we left it to the association to get its members to cooperate with us. Twelve months is a pretty long time to show good faith. After a year's sad experience, we ask where is that good faith?

And it is almost a rule without any exception that wherever the provisions relating to preference are violated, every other vital provision of the protocol is being violated.

We must either be released from the obligation not to strike against such manufacturers, or your association must find some other effective way of getting your members to carry out the provisions of the protocol relating to preference.

We inclose a list of the most flagrant cases.

Please take up the matter at the very next meeting of the grievance committee.

Respectfully,

(Signed) _____,

General Manager, Dress and Waist Makers' Union, Local 25, L. G. W. U.

The inclosed list of "most flagrant cases" included the names of 29 firms, members of the association, employing a total number of about 5,000 people, none of whom, the officers of the union claim, belong to the union. On this list were to be found some of the largest manufacturers of dresses and waists, employing between 300 and 400 people. The average number employed in each of these shops is about 170, an average three times as large as the average number employed per factory in the entire dress and waist industry.¹

COLLECTIVE AGREEMENTS IN NONASSOCIATION SHOPS.²

Before discussing collective bargaining in nonassociation shops of the dress and waist industry, a few words should be said about collective agreements in this industry before January 18, 1913, the date of the signing of the protocol.

At the time of the first general strike in this industry in 1909 many employers expressed readiness to sign collective agreements with the International Ladies' Garment Workers' Union; about 500 of them actually signed such contracts. However, at the expiration of these contracts one year afterwards these employers refused to renew them. A long series of small strikes against individual manufacturers then took place. Some of these were won, but most of them were lost. From that time up to January, 1913, the number of manufacturers that had collective agreements with their employces was negligible.

When rumors of a general strike to be inaugurated in the dress and waist industry at the order of the Toronto convention of the

¹ Special Report, Joint Board of Sanitary Control, May, 1913, p. 8.

² Shops in the dress and waist industry having collective agreements but not belonging to the Dress and Waist Manufacturers' Association are technically known as independent shops.

International Ladies' Garment Workers' Union arose, employers once more began to express readiness to sign collective agreements with their employees through the International Ladies' Garment Workers' Union.

The International Ladies' Garment Workers' Union, in signing the protocol of January, 1913, took upon itself the obligation to enforce protocol standards and conditions in every shop of the industry with which it may subsequently enter into individual agreements.¹

As can readily be seen from Appendix G, a copy of a contract that is uniformly used by the union in making contracts with individual independent shops, the conditions, wages, hours, and general obligations and duties on the part of the respective parties to the agreement are essentially the same as in protocol shops.²

That actual conditions and wages in independent shops are no different from those in association shops, and that changes in conditions in wages stipulated in the protocol were also introduced in independent shops is shown in a report of the officers of the International Ladies' Garment Workers' Union.³

It is estimated that the independent shops employ about 20 to 25 per cent of the total number of workers of the industry.

The general strike and the subsequent signing of the protocol apparently assisted the union in getting control of the independent shops. The following table, taken from the records of the independent department of Local 25, the Dress and Waist Makers' Union, shows the number of nonassociation shops that the union had agreements with at different periods of the first year of the existence of the protocol:

UNION SHOPS WITH INDEPENDENT AGREEMENTS DURING THE FIRST YEAR OF THE EXISTENCE OF THE PROTOCOL.

| Period or date. | Number at beginning of period. | Total gain during period specified. | | Total loss during period specified. | | Total number of shops with independent agreements. |
|--|--------------------------------|-------------------------------------|-------------------------------|-------------------------------------|---------------------------------|--|
| | | Newly organized. | Transferred from association. | Transferred to association. | Failed, bankrupt, or dissolved. | |
| After general strike..... | 233 | | | | | 233 |
| Jan. 19-June 1, 1913..... | 233 | 68 | | 14 | 21 | 266 |
| June 2-Sept. 29, 1913..... | 266 | 13 | | | 27 | 252 |
| Sept. 30-Nov. 29, 1913..... | 252 | 12 | | | 14 | 250 |
| Nov. 30-Dec. 16, 1913 ⁴ | 250 | 21 | | | | 271 |
| Dec. 17, 1913-Feb. 17, 1914 ⁵ | 243 | 15 | 9 | 1 | 13 | 253 |
| Total..... | | 129 | 9 | 15 | 75 | |

¹ Protocol, Sec. XI.

² See Memorandum of Agreement, Appendix G, Sec. XX.

³ Report of vice president, International Ladies' Garment Workers' Union, to executive board, International Ladies' Garment Workers, May, 1913.

⁴ December, 1913, most of these agreements expired; 243 were immediately renewed.

⁵ 29 agreements are yet to be renewed.

Two months before the general strike of 1913, the number of shops having collective agreements with their employees was less than 100. In the beginning of the month of February, a few weeks after the protocol had been signed, the number of such shops increased to 233. On February 17, 1914, 12 months afterwards, the union controlled 253 shops with a good prospect of signing up with 29 more. In all probability, judging by the increased number of shops, the number of members of the union in independent shops was higher in February, 1914, than immediately after the signing of the protocol. This fact is rather remarkable, in view of the fact that the general membership of Local 25, particularly with reference to association shops, had decreased very materially during this period.¹

During this whole period the union succeeded in organizing (unionizing) 129 new shops. Because of various causes, chiefly bankruptcy, business failure, dissolution, etc., the union lost control of 75 shops.

Owners of nine association shops left the ranks of the association and signed independent union agreements. Fifteen independent shop-owners joined the association.

Generally speaking, from a manufacturer's point of view, the protocol shop seems to have advantage over the shop with the so-called union agreement of the independent variety. The independent employer, besides being obliged to carry out all the obligations specified in the protocol, has an additional burden to carry—he can employ union men or women only.² Furthermore, he is not protected from strikes; a stoppage of work may occur at any moment for the mere purpose of securing redress in a specific grievance. Thus it is rather difficult to see the reason why nine association firms preferred to join the ranks of the so-called independent manufacturers.³

The protocol also assisted the union in establishing better conditions and wages in the so-called "private" part of the industry. Just before the signing of the protocol agreement, the number of such stores or private establishments under the control of the union was about 100. In the month of June, 1913, the number of such institutions under the control of the union reached a total of 255.⁴

¹ Proceedings of Board of Arbitration, Dress and Waist Industry, Nov. 8 and 9, 1913.

² The shops under individual collective agreements, known as union shops as distinguished from preferential union shops, are not closed shops in the ordinary trade union sense of the word. The employer is allowed to secure his help in any way he pleases; he does not have to confine himself to lists furnished by the union offices. Nonunion workers may be hired, but the employer is under obligation (which may be enforced by a cessation of work) to make them join the union immediately.

³ It is undoubtedly true, however, that many small manufacturers are frequently prevented from joining the association because of the relatively high (for their pockets) initiation fees and regular membership dues; these amount to about \$350 the first year.

⁴ Report of Local 25, Dress and Waist Makers' Union, International Ladies' Garment Worker, Vol. IV, No. 6, p. 2.

GRIEVANCES AND THEIR ADJUSTMENT.¹

In the accompanying chart is shown an outline of the interrelations of the various adjustment agencies existing in the dress and waist industry under the protocol of January 18, 1913.

A complaint originates with one of the parties to the agreement: (1) The International Ladies' Garment Workers' Union or its subsidiary, the Dress and Waist Makers' Local 25, or (2) The Dress and Waist Manufacturers' Association. The individual worker or manufacturer presents his grievance to the complaint official of his organization, who then files a formal complaint with the manager of the protocol division, for the union, or the manager of the labor department of the association, for the manufacturers, as the occasion may require.

These two officials serve in dual capacities—as managers of the departments mentioned, and as chief clerks of the board of grievances in charge of the adjustment of complaints. Each complaint, immediately after being filed, is assigned to a pair of deputies, technically known as deputy clerks of the board of grievances, one representing the union, the other the association. The deputy clerks conduct an investigation on the premises and endeavor to settle the difficulty then and there. If an agreement is reached, the proper disposition is reported and duly recorded. In case of the inability of the deputy clerks to agree upon a specific disposition of the case, the chief clerks of the board, themselves, take up the complaint and conduct a reinvestigation. In case of inability on the part of the chief clerks to adjust the matter, the case is referred to the board of grievances or the wage-scale board, as the occasion may require.

The number of cases settled by the various agencies was ascertained for union complaints only. It was not possible, on account of defective records, to ascertain the distribution of association complaints by agencies of adjustment. Of the 4,110 union cases handled 3,322, or 80.8 per cent, were settled by the deputy clerks; 600, or 14.6 per cent, by the chief clerks; 101, or 2.5 per cent, by the wage-scale board and its temporary subcommittee, the committee on immediate action, which was in existence for 4 months; and 85, or 2.1 per cent, by the board of grievances. Two cases on which the board of grievances failed to reach a decision will be referred to the board of arbitration, the supreme court of the industry.

The total number of association cases was 456, or 9 per cent of the total cases filed.² It is estimated that over 95 per cent of the association cases were adjusted by the deputy clerks and chief clerks.

¹ The section of the report under this subtitle, "Grievances and their adjustment," was prepared by Boris Emmett, under the supervision of Charles H. Winslow.

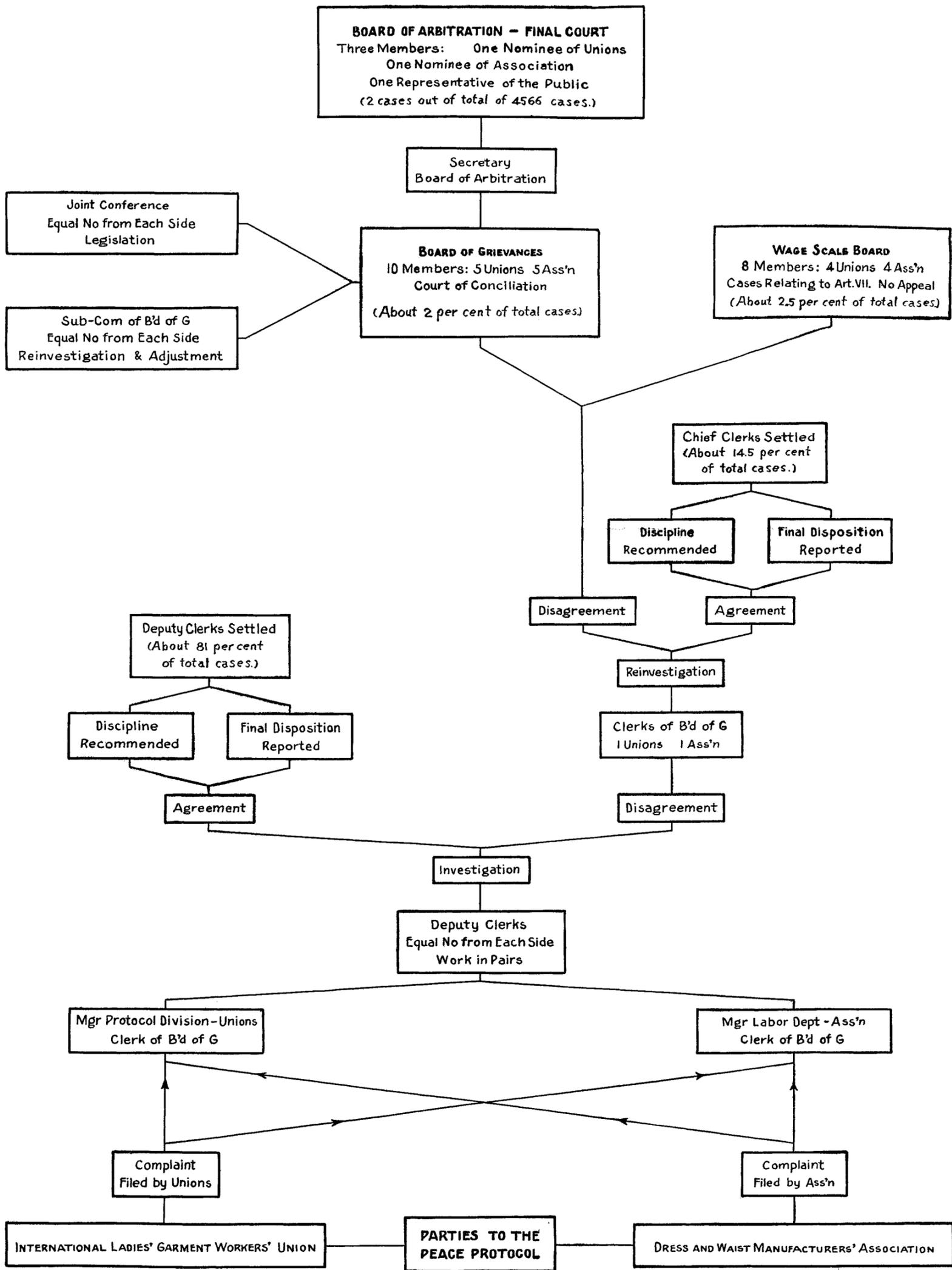
² See table on p. 68.

PLAN OF PERMANENT PEACE AGREEMENT

PROTOCOL OF JAN 18 1913

DRESS AND WAIST INDUSTRY

GREATER NEW YORK



The approximate figures shown on the chart are believed to represent with fair accuracy the percentage of total cases, both union and association, adjusted by the various agencies.

FILING AND ADJUSTMENT OF COMPLAINTS.

In general, complaints are made either by the official representative of the union in the shop (shop chairman or chairwoman) or by the individual workers themselves. For purposes of illustration, it was deemed advisable to take a typical case and trace it through the various stages of filing, forwarding to the association, and adjustment.

On May 16, 1913, a complaint (No. 3327) was filed by a girl, to the effect that she was wrongfully discriminated against and subsequently discharged. The complaint clerk, on the basis of this information, filled out the following card:

CLASSIFICATION No. 26.—DISCRIMINATION.

No. 3227. LADIES' WAIST AND DRESS MAKERS' UNION, LOCAL 25,
INTERNATIONAL LADIES' GARMENT WORKERS' UNION,
New York, August 16, 1913.

ASSOCIATION HOUSE COMPLAINT.

FIRM'S NAME: ————

ADDRESS: ——— West Sixteenth Street.

COMPLAINTS: Miss F., chairlady of above firm, was discharged on above date. On Thursday, August 14, she was accused by the firm of misappropriating laces, and to-day she was discharged. Firm refused to give her any reason for her dismissal. (She was very active as a chairlady.)

NAME OF COMPLAINANT: Miss F., ——— East One hundredth Street.

ATTENDED BY ————, business agent.

This card, for the purpose of forwarding the complaint to the association, was later changed into letter form, as follows:

EXECUTIVE OFFICES,
LADIES' WAIST AND DRESS MAKERS' UNION, LOCAL 25,
No. 3227. *New York, August 18, 1913.*
DRESS AND WAIST MANUFACTURING ASSOCIATION,
200 Fifth Avenue, City.

GENTLEMEN: We wish to file a complaint against the firm of ———, — West Sixteenth Street, city.

Miss F., chairlady, reports that she has been discharged by the above firm.

She reports that the firm accused her of misappropriating laces on Thursday, August 14, 1913, and on Saturday, August 16, 1913, she was discharged.

This as you know is a very serious charge, and we would like you to make a thorough investigation in this matter, and oblige,

Respectfully,

—————,
General Manager.

August 19, 1913. Disagreement. See joint and additional reports.

(Signed) ————.

Two deputy clerks of the board of grievances were then assigned to investigate and adjust the case. The deputy clerks, upon investigation, could not agree upon its disposition. They therefore filed the following joint disagreement report:

ABSTRACT OF JOINT DISAGREEMENT REPORT.

The employer, when asked why Miss F. was discharged, replied, "Because she was seen gathering some laces." To corroborate his statement, he called upon Miss P., a coworker of Miss F., to testify. After some hesitation, Miss P. stated that she saw Miss F. take some lace.

Mr. M., a former shop chairman, testified to the guilt of the accused. He did not see it himself but was told by Miss P. that Miss F. had stolen some lace.

A cross-examination by the union deputy clerk brought out the fact that Miss P.'s position at work was such that she did not at all face Miss F. and hence could not very well see what Miss F. was doing. In answer to that Miss P. said that she saw it "by turning her head around."

The above-mentioned Mr. M. also testified that Miss P., the chief witness for the prosecution, told him three weeks ago that she saw Miss F. take lace and that she further saw Miss F. "stick it into her stocking, in the toilet."

Miss P. emphatically denied ever having made such a statement about Miss F. to Mr. M.

The clerk of the board of grievances for the union maintained that the guilt of Miss F. has not been proven. The girl should therefore be reinstated.

The clerk of the board of grievances for the association objects to reinstating on the ground that the discharge did not take place for union activity.

The deputy clerk for the union filed a special report stating specifically the reasons why he could not agree with his colleague of the association upon some specific disposition.

ABSTRACT OF SPECIAL REPORT OF UNION DEPUTY CLERK.

The charge appears to be a frame-up originated by Mr. M., the former shop chairman, who had a "grudge" against Miss F., his successor in the office of shop chairman. Mr. M.'s testimony is not based upon facts that he himself witnessed. Miss P. told him all that. However, Miss P. denies ever having made most of the statements that Mr. M. claims she did. Miss P.'s testimony, apparently, was given under duress. It took the manager of the factory and the foreman quite a long time to make Miss P. testify.

Miss P., in all probability, is lying.

A note, attached to this report and dated August 23, 1913,

NOTE.

AUGUST 23, 1913.

At the shop meeting last night, August 21, of the —— Co., Miss P. confessed in front of the entire shop that the former shop chairman induced her to state against the chairlady that she saw her steal lace. He bothered her for weeks and weeks. She did not want to do it, but he told her that if she will not get the chairlady out the chairlady will pull her to the executive board, take her book away, and pull her out of the shop.

As a fact that she felt bad about it after we were out, she said that as soon as she came into the shop she told one of her dearest friends she was willing to confess if we came again there. She said she will state the same thing at the association rooms or in court whenever necessary. Two more witnesses, Sadie —— and Annie ——, at

the shop meeting pledged themselves to appear at the offices of the association and testify to the effect that the former shop chairman attempted to induce them to appear as witnesses against the chairlady. Not knowing anything about the theft, they refused to do so.

The case was then referred to the chief clerks. These officials decided to reinvestigate the entire matter in order to get at the bottom of the controversy. The reinvestigation was made in the presence of the owner of the shop and three other persons. The following testimony was obtained:

Miss P. testified that an operator, M., a former shop chairman, has been persistently urging her to make false charges against the chairlady, taking advantage of the fact that she was not on speaking terms with her for some time. She, Miss P., did not know anything against the chairlady, but M. kept on saying: "You know she is taking lace, and why don't you tell on her." Last Thursday M. approached the foreman and told him that he knows who the girl is that saw the chairlady take the lace. When the witness returned from lunch, the foreman asked her if she knew who stole the lace. At first the witness did not want to say anything. The foreman, however, insisted that she knew who did the stealing. Then he said: "You know the chairlady stole the lace and I want you to state so." She was compelled to testify before the deputy clerks. After the clerks left she at once realized the injustice that she did to the accused chairlady. She told it immediately to M., but the latter said: "Don't worry; I will take all the responsibility; nothing will happen."

Feeling very bad about the matter, the witness decided to visit the offices of the union and confess the wrong that she committed. She did so. At the union office she begged the assistant chief clerk not to do anything till she is given a chance to apologize before the whole shop for the false statements that she made.

That very evening the witness made her confession in the presence of the entire shop in meeting assembled. She stated that she falsely accused the chairlady. She never saw her take or steal any lace, and that the only reason for her former false testimony was the fact that M., the former shop chairman, "kept on nagging her." He got her finally in such a state that she unwillingly testified against the girl.

Sadie —— testified that she sits right opposite M., the former chairman of the shop. She heard this man tell Miss P. not to worry about anything, as he is willing, he said, to take all the responsibility for whatever may happen.

Annie —— stated that M., the former shop chairman, attempted to induce her to testify against the chairlady, notwithstanding the fact that she told him repeatedly that she knew nothing about the matter. M. threatened her, saying: "If you don't get her she will pull you out of the shop and take your book away from you."

The owner of the shop corroborated the testimony of Miss P., to the effect that she at first refused to testify. Having been told that this girl knew all about the matter, he said, he insisted that she testify.

On the basis of all of the above-given testimony and repeated investigations, the chief clerks rendered the following decision:

DECISION OF CHIEF CLERKS.

NEW YORK, *August 23, 1913.*

In the matter of Union Complaint No. 3227 against —— Co.

After hearing witnesses on both sides, and discussing the situation fully, Mr. Z. and Mr. B. find as follows:

That Mr. S., on information which he believed to be reliable, discharged Miss F., chairlady, because she had taken lace from the workroom. It now turns out that the

girl P. admits and is willing to take her oath that the statement that Miss F. took leave from the workroom is false. Without questioning Mr. S.'s sincerity, it now becomes clear that there was no reason for Miss F.'s discharge, and with Mr. S.'s consent we decide that Miss F. shall be immediately reinstated and paid for the time lost.

We further find that Mr. M., through personal animosity instigated this baseless charge. We therefore decide that he shall be immediately discharged.

(Signed) _____,
Assistant Chief Clerk for Association.
 (Signed) _____,
Assistant Chief Clerk for Union

Following are definitions of the terms used in designating the disposition of cases:

1. "Adjusted in favor of the union" cases are those in which the grievance complained of by the union was sustained, or, those in which complaints filed by the association were proved to be unfounded.

2. "Adjusted in favor of the association" cases are those in which complaints filed by the association were sustained, or grievances filed by the union were proved to be unfounded.

3. "Compromised" cases are those in which the investigation showed a dispute of some kind in which the position of neither of the parties was wholly sustained.

4. "Dropped" cases are—

(a) Those in which the firm and the employees came to an understanding before the investigation, or

(b) Those in which the nature of the complaint was too trivial to continue the investigation,

(c) Disputes which the complainant 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.

5. "Withdrawn" cases are those in which the union or the association did not press for an investigation of the charge made, and withdrew same.

COMPLAINT DEPARTMENTS OF UNION AND ASSOCIATION.

Each organization has a complaint department, in charge of a special official, who, as it happens in Local 25, Dress and Waist Makers' Union, is also the clerk of the board of grievances, for the union. This is likewise true of the association clerk in charge of the complaint department, who is also a clerk of the board of grievances, representing the association.

Generally speaking, cases are attended to in order of their filing. Grave cases, however, claim priority. As a matter of custom, the

following grievances are taken up first, in the order in which they are enumerated:

- (1) Stoppages.
- (2) Alleged wrongful discharges.
- (3) Discriminations.
- (4) Disputes in price making.

Cases in which the violation is definite and in which the establishment of the fact is more or less easy, such as "claims for wages due," "violations of wage scale," etc., are taken up last.

When a worker (or workers) in an association shop formulates a grievance against the employer, the elected representative—the shop's chairman or chairwoman—presents the grievance to the firm or its representative in charge of the factory. In many cases the dispute is adjusted then and there.

If the firm fails to accede to the demands of the workers, claiming that the specific matter does not constitute a violation of the agreement, the shop chairman or the individual complainants communicate the grievance to the office of the union. If the clerk in charge of the complaint department of the union is satisfied that the complaint is justified, the charge is filed with the association. The communication usually requests that the association detail one of its deputy clerks, who, accompanied by a similar official of the union, is to visit the premises of the firm in order to endeavor to adjust the difficulty.

DEPUTY CLERKS OF THE INDUSTRIAL COURTS.

The board of grievances, as introduced in the cloak industry on April 15, 1911, and copied in its entirety by the protocol in the dress and waist industry, provides for a system of clerks and deputy clerks, authorized mediators and representatives of the board of grievances for the adjustment of cases.

There are two chief clerks of the board of grievances, one representing the union and the other the association.¹ These clerks have under their supervision a corps of so-called deputy clerks.²

When a complaint is filed with either of the sides the clerk of that side designates a deputy, who, accompanied by a similar official of the complaining side, visits the premises and together they endeavor to adjust the grievance. The records show that in about 81 per cent of the total number of complaints filed they succeed in effecting a settlement.

¹ The chief clerk of the board of grievances on the union side is elected by the executive committee of Dress and Waist Workers' Union, Local 25. The chief clerk of the board of grievances on the association side is elected by the executive committee of the Dress and Waist Manufacturers' Association.

² The union deputy clerks are elected by referendum of Dress and Waist Makers' Union, Local 25. Any member of International Ladies' Garment Workers' Union is eligible. The association deputy clerks are appointed by the chief clerk of the association.

In case the deputy clerks can reach no decision they submit the matter for the consideration of their chiefs, the clerks. Each deputy clerk then files a special report stating the reasons why he could not agree to a definite disposition.

CHIEF CLERKS OF THE INDUSTRIAL COURTS.

The records show that approximately 14.5 per cent of the total number of complaints filed are settled by the chief clerks. The institution of clerks in the dress and waist industry, unlike that in the cloak industry, plays an important part. As it happens, both of the chief clerks are experts in the knowledge of the general conditions of the industry and its people; they fully realize the strong and the weak points of the protocol. The respective sides they represent have full confidence in their ability and integrity. They are able mediators.

Thus it happens that most of the notable applications and interpretations of the various provisions of the protocol are to be found in cases handled and adjusted by the chief clerks. If the chief clerks can reach no decision in a specific case, it is submitted to the board of grievances or the wage-scale board, as the issues involved may require.

WAGE-SCALE BOARD.

Profiting by the experience of the cloak, suit, and skirt industry, the parties to the dress and waist protocol tried to improve upon the old protocol by creating an entirely new piece of machinery for the adjustment of wage disputes, the wage-scale board.

One of the reasons for the creation of this board was that the manufacturers as well as the representatives of the union realized that they had no accurate information as to the wages prevailing throughout the industry. For this reason it was rather difficult for them to agree upon uniform standards of wages, hours, etc. This point is specifically stated in Article VI of the protocol:

The parties agree that the industry is very large, and the conditions complicated; that there are many types of shops, and that the earnings of the employees in the shops vary widely in scale; and further frankly admit that they are not now in full possession of the facts as to present conditions in the industry. The provisions in this agreement or protocol relating to schedules of wages or other standards of labor are therefore tentative, and no final determination of these matters shall be made until after a complete investigation of conditions as hereinafter provided for, and the board of grievances shall have had opportunity to pass thereon, and, in the event of the failure of the members of such board to agree, then until the final determination by the board of arbitration in the manner herein provided.

Section VII defines the powers and organization of the wage-scale board as follows:

The parties hereby establish a wage-scale board to consist of eight members—four to be nominated by the manufacturers and four by the union. Such board shall

standardize the prices to be paid for piece and week work throughout the industry; it shall preserve data and statistics with a view to establishing, as nearly practicable as possible, a scientific basis for the fixing of piece and week work prices throughout the industry that will insure a minimum wage and at the same time permit reward for increased efficiency. It shall have full power and authority to appoint clerks or representatives, expert in the art of fixing prices, and its procedure so far as practicable, shall be the same as now followed by the board of grievances in the cloak industry. It shall have full power and authority to settle all disputes over prices, make special exemptions for week work where special exigencies arise, or a special scale is required.¹

Having provided for the creation of a wage-scale board consisting of an equal number of representatives of the association and the union, the protocol imposed upon that board the duty of making a comprehensive survey of the industry. Article VIII, providing for this investigation, reads:

Immediately after the signing of this protocol, the wage-scale board shall, at the expense of both parties, make a complete and exhaustive examination into the existing rates paid for labor, the earnings of the operatives, and the classification of garments in the industry, and shall report in writing within six months from date hereof the result of its labors. It shall be the duty of the board of grievances thereafter immediately to convene, and to act upon said report, and based upon such report said board of grievances shall establish a rate or rates per hour for the adjustment of piece prices, and to readjust any of the schedules tentatively agreed upon in the schedule hereto annexed.

INVESTIGATION BUREAU OF WAGE-SCALE BOARD.

One month after the signing of the protocol, this bureau was organized. It immediately turned its attention toward a comprehensive investigation, the objects of which were:

1. To standardize piece rates for the entire industry, as provided in Article VII of the protocol.
2. To provide a basis for final adjustment of wages for the week workers, and
3. To give necessary information to all concerned as to earnings in the industry.

In this study 289 association shops and 231 independent union shops, making a total of 520 shops, employing nearly 30,000 people, were investigated.²

The methods used and the results obtained in this investigation are described in detail in Bulletin No. 146 of the Bureau of Labor Statistics.

COMMITTEE ON IMMEDIATE ACTION.

On February 24, 1913, the wage-scale board passed the following resolution:

Resolved, That a committee on immediate action, three from each side, be appointed to act between meetings of the wage-scale board to take up all matters requiring immediate attention.³

¹ There is no appeal provided from the decisions of this board.

² The Message, Official Organ of Dress and Waist Workers, Local 25, Dec. 19, 1913.

³ Minutes, Wage-Scale Board, Feb. 24, 1913, p. 2.

On March 6 the three men, representing each side, were appointed. The committee organized by electing one of their members chairman.¹

As the committee on immediate action was created by the wage-scale board, it could have no larger legal jurisdiction than its parent body, the board. It was to act in cases involving, under Article VII of the protocol, questions relating to wages, prices, and hours of labor.

In actual practice, on account of its efficient handling of cases calling for immediate attention, this committee acted in the capacity of adjuster of each and every case that the chief clerks saw fit to present to it, irrespective of whether or not the specific case came under the jurisdiction of the wage-scale board or the board of grievances.

Though officially consisting of six members, many of the decisions of this committee were made in the presence only of the chief clerks of the union and the association, assisted by the chairman of the committee.

The existence of this committee covered a period of from three to four months; it was discontinued because the manufacturers' association maintained that it had no legal standing.²

Subsequently, at the November meeting of the board of arbitration, representatives of the manufacturers, supported by the representatives of the union, submitted the question of the advisability of creating an institution similar to the committee thus discontinued. The board of arbitration advised the calling of a special joint conference in the immediate future for this purpose.

BOARD OF GRIEVANCES.

This board, consisting of 10 men, 5 representing each side, though essentially a trade court, has, in reality, more numerous functions. In fact, its powers are legislative and executive, as well as judicial.

Briefly speaking, the functions of the board of grievances are as follows:

1. It may resolve itself into a legislative body (joint conference) for the purpose of establishing rules and regulations to govern the industry.
2. It has general charge and supervises the adjustment of grievances through its power to appoint clerks and deputy clerks for the adjustment of grievances.
3. It acts as a court of higher instance in cases upon the disposition of which the deputy or chief clerks could not agree.

¹ Minutes, Wage-Scale Board, Mar. 6, 1913, p. 2.

² The cases referred to and adjusted by the wage-scale board as well as by its committee on immediate action are given on pages 86 and 87 of this report.

4. It acts as an appellate court. Decisions made by the chief or deputy clerks can be appealed from to the board.

As this board is based upon the principle of mediation, i. e., only the parties themselves are represented in it, it may at times deadlock; cases may arise in which the court may be equally divided and thus fail to reach a decision.¹

To prevent such deadlocks and also to provide for a tribunal to pass upon disputed questions of interpretation of provisions of the protocol and upon the more general and important disputes between the parties to it, a board of arbitration, as described elsewhere, was created.

Originally the protocol of the cloak, suit, and skirt industry established a so-called committee on grievances. This committee after a very brief existence was discontinued. The matter was then submitted to the board of arbitration of the industry, which after careful deliberation created a comprehensive board of grievances, with an elaborate system of chief and deputy clerks and regular rules of procedure. This organization was embodied in the protocol of the dress and waist industry.

Sections III to V of the protocol of the dress and waist industry establishes a board of grievance as follows:

III. ADJUSTMENT OF GRIEVANCES.

Both parties recognize the necessity for providing modern and peaceful methods for adjusting disputes and grievances that arise. The system and method for adjusting disputes and determining controversies in the cloak industry having proved successful, they agree that there shall be created in the dress and waist industry a board of grievances to consist of 10 members, 5 chosen by the manufacturers and 5 by the union, with the rules, regulations, and precedents now governing the board of grievances in the cloak industry so far as they are practically applicable in the dress and waist industry.

IV. CONFERENCES.

The board of grievances shall also be the continuous conference body to which shall be brought all problems and all plans for improvement in the industry, which both parties are to consider.

V. PERMANENT PEACE.

The parties to this protocol agree that there shall be no strike or lockout concerning any matters in controversy or any disagreement until full opportunity shall have been given for the submission of such matters to the board of grievances and to the board of arbitration created hereunder. * * *

As shown in Section III, the rules, regulations, and precedents now governing the board of grievances in the cloak industry shall, as far as they are practically applicable, be adopted in the dress and waist industry. Throughout its entire existence the board of grievances

¹ The number of deadlock cases during the first 11 months of the existence of the protocol has been insignificantly small—only 2 cases out of a total of 87 referred to it.

of the dress and waist industry was guided by the following rules and plan of procedure:

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 for 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 places 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 subcommittee 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 EMPLOYEE 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 nonemployment 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 XVII 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 XVII 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.

A tabulation, by nature of grievance and disposition, of cases referred to and adjusted by the board of grievances will be found on page 88 of this report.

BOARD OF ARBITRATION.

Section V of the protocol in the dress and waist industry relates to the establishment of a board of arbitration, as follows:

The parties hereby establish a board of arbitration to consist of three members, composed of one nominee for the manufacturers, one nominee for the union, and one representative of the public, the latter to be agreed upon by both parties to this protocol, or in the event of their disagreement, by the two arbitrators selected by them.

Until otherwise determined, the gentlemen constituting the board of arbitration in the cloak industry shall constitute the board of arbitration in this industry.

As in the case of the board of arbitration in the cloak, suit, and skirt industry, the functions of this board are threefold.

1. To act as a court of final appeal in all cases in which the board of grievances or the wage-scale board can reach no decision.

2. To interpret provisions of the protocol.

3. To pass upon matters of general importance that may arise between the parties to the agreement.

As indicated in the protocol, the personnel of the board of arbitration was to be the same as that of the board of arbitration of the cloak industry, namely, Louis D. Brandeis, of Boston, chairman, and Morris Hillquit and Hamilton Holt, of New York City, members, and Dr. Henry Moskowitz, of New York City, secretary.

Provision XIV of the protocol, entitled "Immediate problems for arbitration," provides that this board immediately take up for consideration the question of legal holidays in the industry—the problem that caused a great deal of dissatisfaction in the cloak industry.

The decision of the board of arbitration on this question is cited and described in the special section on "Legal holidays."¹

The first meeting of the board of arbitration, for the purpose of considering actual grievances of general importance, took place on November 8 and 9, 1913. The board met at the request of the Dress and Waist Manufacturers' Association.

The association presented to the board the following charges against the International Ladies' Garment Workers' Union:

THE DRESS AND WAIST MANUFACTURERS' ASSOCIATION MAKES THE FOLLOWING CHARGES AGAINST THE INTERNATIONAL LADIES' GARMENT WORKERS' UNION:

CHARGE I. In its relations with the association and with members of the association, the union has failed to comply with the letter and the spirit of the protocol.

The above charge is sustained by more specific charges, as follows:

CHARGE II. The union has made against the association serious charges which the union, when challenged, has failed to substantiate in any particular.

CHARGE III. The union has failed to comply with reasonable and repeated requests by the association for information to which the association is entitled.

CHARGE IV. The union has failed to meet, or even to notice, suggestions made by the association for the promotion of efficiency in the joint work of the two organizations.

CHARGE V. The International Ladies' Garment Workers' Union has sought to repudiate its contract obligations by treating the protocol as an agreement between the Dress and Waist Manufacturers' Association and the Ladies' Waist and Dress Makers' Union, Local 25.

CHARGE VI. The union has failed to take steps to prevent frequent stoppages of work in the factories of members of the association.

CHARGE VII. In at least three cases attempts to call strikes in the shops of members of the association, accompanied with violence or threats of violence, have been made by members of the union under circumstances indicating that such attempts had the official sanction of the union.

¹ See pp. 34-35.

CHARGE VIII. The union has disciplined very few, if any, of its members for violating the provisions of the protocol.

CHARGE IX. The union has shown a persistent disposition to prejudice disputes between members of the union and members of the association, and has failed to show a determination that all complaints should be decided upon their merits after full investigation of the facts.

CHARGE X. The union has failed to require that those deputy clerks of the board of grievances who are appointed by the union should work with the association deputy clerks to the end that substantial justice should be done; the union deputy clerks have shown generally a disposition to be arbitrary and unfair and an unwillingness to consider complaints upon their merits.¹

The union, in a brief presented to the board, denied specifically all the charges of the association; furthermore, it presented seven countercharges, some of which were grave.

THE ANSWER OF THE UNION TO THE CHARGES PRESENTED BY THE MANUFACTURERS' ASSOCIATION.

AS TO CHARGE I. The charge is too indefinite to be capable of a definite reply.

AS TO CHARGE II. No charge was ever made by the union except in the belief that the charge was true.

AS TO CHARGE III. The union has furnished to the association all the information to which the association is entitled.

AS TO CHARGE IV. Not only did the union send a list of assignments of its deputy clerks, but the very idea of making such an assignment was suggested by a representative of the union.

AS TO CHARGE V. A joint investigation showed that all the workers employed by the ——— Co., of — Walker Street were, with the exception of three, members of locals other than local 25. The firm should never have joined the Dress and Waist Manufacturers' Association.

AS TO CHARGE VI. In every case in which the stoppage of work was brought to the attention of the union, the officers of the union did their very best to prevent the continuance of the stoppage.

The attitude of the union is clearly stated in the letter of July 12, 1913, which reads:

"The union has undertaken and is ready to use its best efforts to prevent stoppages of work. Stoppages occur even under prison discipline. Human beings can not and should not be handled as inanimate things. It is utterly absurd to attempt to hold the union responsible for pecuniary damages caused by a stoppage of work."

AS TO CHARGE VII. The union thinks it below its dignity to answer Charge VII.

AS TO CHARGE VIII. The union has used all its powers to promote obedience to the protocol on the part of its members.

AS TO CHARGE IX. The union considers the services of the particular deputy clerk of great value. He has a practical knowledge of the industry extending for nearly 20 years. Entirely too much bitterness has been shown by the association in the matter.

The charge as a whole is not founded on facts.

AS TO CHARGE X. The charge is unfounded. Every deputy clerk of the union is instructed to use his own judgment in reaching a decision.²

¹ Dress and Waist Manufacturers' Association v. International Ladies' Garment Workers' Union, brief of association, pp. 1-4.

² Dress and Waist Manufacturers' Association v. International Ladies' Garment Workers' Union, brief of International Ladies' Garment Workers' Union, pp. 1-4.

That the agreement did not work satisfactorily for the last three to four months was readily admitted by the representatives of the union. However, in their opinion, the responsibility for such an unsatisfactory state of affairs rested wholly upon the manufacturers' association.

The union called the attention of the board of arbitration to the fact:

That out of a membership of 310, 270 have been shown by an impartial and scientific investigation to have been guilty of one or more violations of the protocol. A detailed statement of these violations is in the possession of the association and will be submitted to the board.

The violators of the protocol form an overwhelming majority of the membership of the association, and evidently shape the policy of the association.¹

The union further contended that a great deal of the trouble is due to the fact that the bulk of the membership of the association has had no experience in collective bargaining. A great deal of the confusion arose because of the fact that the association failed properly to inform its members as to their real obligations under the protocol. The union then presented seven specific charges against the association, as follows:

CHARGES OF THE UNION AGAINST THE ASSOCIATION.

1. Bad faith.
2. Failure of association to discipline its members guilty of wrongdoing under the protocol.
3. Failure of the association to answer letters.
4. Constant violations of Article XIII (preferential union shop).
5. Illtreatment of employees.
6. Repeated violations of many of the provisions of the protocol by members of the association.
7. Ninety-three per cent of the shops, according to a report of the wage-scale board, were found guilty of one or more violations of the protocol.

The testimony introduced by both sides to substantiate their charges was very comprehensive indeed. Numerous violations, apparently, were to be found on each side. The gravest charge of the association was the toleration by the union officials of stoppages of work. On the other hand, the association, by its inability to force its members to adhere strictly to the principle of the preferential union shop (a fact admitted by both sides), made it rather difficult for the union officials to control their men.

The board of arbitration, after hearing all the testimony and examining all the witnesses for both sides, gave out an opinion the substance of which can be summarized as follows:

1. Charges of bad faith to the one or the other of the parties were not substantiated. Many wrongful acts have been done, but these

¹ Dress and Waist Manufacturers' Association v. International Ladies' Garment Workers' Union, brief of union.

can be attributed to misunderstandings rather than to intentional bad faith.

2. Stoppages of work, of whatever kind, are in direct violation of the fundamental principles of the protocol. The union must put forth all its efforts to prevent the occurrence of such stoppages.

3. The charge that employers failed to comply with adjustments made by proper authorities has been substantiated; this is a decided breach of the protocol and can not be tolerated.

4. Sufficient evidence has been presented to substantiate the statement that not all possible efforts have been resorted to by the association to compel its members to carry out their obligation with reference to the preferential union shop. Every effort must be made by both sides toward the unionization of the association shops.¹

COST OF MAINTAINING THE AGENCIES OF THE PROTOCOL.

The total joint cost of keeping up all the agencies for the maintenance of the protocol, as shown in the following table, was approximately \$100,000 for the first year.

COST OF MAINTENANCE OF PROTOCOL AGREEMENT IN THE DRESS AND WAIST INDUSTRY DURING FIRST TWELVE MONTHS.

| Items of expense. | Union. | | Association. | | Union and association combined. | |
|---|----------|----------------------------------|--------------|--|---------------------------------|----------------------------|
| | Amount. | Per cent of total union expense. | Amount. | Per cent of total association expense. | Amount. | Per cent of total expense. |
| Board of grievances, clerks and deputies..... | \$12,280 | 24.5 | \$18,500 | 38.2 | \$30,780 | 31.3 |
| Wage-scale board ¹ | 13,050 | 26.1 | 13,050 | 27.0 | 26,100 | 26.5 |
| Joint board of sanitary control..... | 2,500 | 5.0 | 2,500 | 5.2 | 5,000 | 5.1 |
| Board of arbitration..... | 350 | .7 | 350 | .7 | 700 | .7 |
| Clerical office force..... | 4,736 | 9.5 | 3,400 | 7.0 | 8,136 | 8.3 |
| General expenses..... | 10,470 | 20.9 | 10,600 | 21.9 | 21,070 | 21.4 |
| Organization..... | 6,660 | 13.3 | ..... | ..... | 6,660 | 6.8 |
| Total..... | 50,046 | 100.0 | 48,400 | 100.0 | 98,446 | 100.0 |

¹ The expenses of the wage-scale board were incurred wholly for the investigation of wages and standardization of the processes of the industry, an expense to be properly charged up to more than one year.

The largest single item of expense, 31.3 per cent, was paid out in salaries to the clerks and deputy clerks of the board of grievances, the agency that through mediation succeeded in adjusting over 80 per cent of the total number of cases filed.

The expenses of the wage-scale board, chiefly the cost of the investigation into wages and conditions of the industry, should properly be charged up to more than one year.

¹ Proceedings and minutes of the board of arbitration in the dress and waist industry, Nov. 8 and 9, 1913, pp. 371-381.

The cost of the joint board of sanitary control, 5.1 per cent of the total, does not include various amounts paid to the board by the individual members of the Dress and Waist Manufacturers' Association for specific services, such as special payments for fire drills, etc. These amounted approximately to \$2,000.

The board of arbitration consists of nonsalaried officials. The expense of \$700 was incurred in printing the proceedings of the session of the board, of November 8 and 9, 1913.

Clerical expenses include services of heads of complaint departments, stenographers, typists, and clerks in general. This item amounted to 8.3 per cent of the total joint cost.

General expenses include rent, office fixtures, light, telephone, postage, and other expenses incurred in the maintenance of offices for the handling of numerous complaints, sessions of the boards, etc.

The total cost of organization was incurred by the union in maintaining a corps of officials for the purpose of organizing (unionizing) nonunion workers in association shops. This organization cost does not include compensation to shop chairmen, official representatives of the union in the individual shop. The shop chairmen are compensated on a percentage basis of the amount in dues that they collect in their respective shops.

On the average, each member of the Manufacturers' Association contributed \$200 toward the expense of maintaining the institutions that made this unknown of industrial peace possible. This amount of money could be said to guarantee him insurance against strikes.

The dues of the members of the Dress and Waist Makers' Union were in no way changed through the introduction of the protocol arrangement. As before, the dues were 15 cents per week per member.¹ For this sum each member received protection against lockout, unfair treatment, unjustifiable discharge, and discrimination by unequal distribution of work, and to some extent was given preference when help was being hired or retained.

The value of strikeless peaceful shops to the employers as well as to the employees of the dress and waist industry can hardly be estimated in terms of money. In the preprotocol period no manufacturer could rest after a day of tiresome labor during the busy season of the year. Strikes were numerous and frequent; they usually occurred at the most strategic moment, the peak of the season, the very time that they could prove to be most harmful. Each strike implied either unconditional surrender to the employees or a possible loss of profits to the manufacturer for the whole season—ruin, perhaps.

The employer was not the only one to suffer. The workers felt obliged to whip him into submission through starving themselves

¹ Besides the regular 15 cents per week each member of Dress and Waist Makers' Local 25 contributes 1 cent each week toward the support of and subscription to the trade journals.

and their families. The victory at the height of the season would vanish as soon as the season was over. Industrial war with all its bitter consequences usually began all over again at the beginning of the next season.

The community at large suffered materially and morally. The retailer was never sure of receiving the ordered garments. The charitable institutions had to take care of some of the striking people and their families. The average citizen was appealed to by both parties and really did not know with which side to sympathize.

The protocol arrangement in the dress and waist industry involved, conservatively speaking, about 30,000 people. About 4,500 grievances were peacefully and satisfactorily adjusted. For the first time in its history the industry and the people enjoyed the blessings of industrial peace for an entire year.

While this report was being prepared misgivings were had with reference to the continuance of the protocol agreement between the unions and the Children's and Misses' Dresses Manufacturers' Association. Indeed, steps were taken which, if fully developed, would have resulted in a general strike in that industry. That such methods were finally abandoned resulted in benefit to all concerned.¹

It is estimated by the officers of the Children's and Misses' Dresses Manufacturers' Association that a strike of the workers at the present moment would cost the association, which, by the way, controls only about one-half of the total output of this industry in the city of New York, at least \$500 per day. If the strike lasted 15 days—the shortest period probable under the circumstances—it would entail to the members of the association a loss of approximately \$7,500. The union would have to spend at least that much in order to defend its position. Leaving out of consideration entirely the sufferings of the workers and their losses in wages, a stoppage of work for a period of 15 days would cost the industry \$15,000.

A similar occurrence in the dress and waist industry, a trade far more seasonal, employing probably ten times as many people, would cost the association and the union at least \$150,000, an amount over one and a half times as large as the joint cost of maintaining the entire protocol arrangement of the industry for a period of one year.

GENERAL RESULTS OF ADJUSTMENT OF GRIEVANCES FILED BY UNION AND BY ASSOCIATION.

The ratio of complaints filed by the union to those filed by the association, as shown in the following table, is about 10 to 1. This is to be expected, in view of the fact that, while the protocol guaran-

¹ The strike was averted through an agreement between the parties to employ, at joint expense, an industrial expert, with the power to cast the deciding vote in the board of grievances for the working out of means to peacefully solve the difficulties.

tees to the workers numerous concessions, the cardinal grant to the employers is strikeless, orderly shops. A comparison of classifications of the nature of grievances filed by the respective sides to the protocol, described elsewhere, will bring out this point more clearly.

NUMBER AND PER CENT OF GRIEVANCES FILED JAN. 18, 1913, TO JAN. 1, 1914, BY COMPLAINANTS.

| Filed by— | Number. | Per cent. |
|------------------|---------|-----------|
| Union..... | 4,475 | 90.8 |
| Association..... | 456 | 9.2 |
| Total..... | 4,931 | 100.0 |

¹ In addition 46 cases were found marked "void," thus making the total 4,521. Of the 4,475 filed 362 were still pending Jan. 1, 1914, and 3 were marked "settled by good offices."

The following table and the accompanying chart show for union and for association cases the percentage settled in favor of the complainants and the percentage compromised, dropped, and withdrawn:

COMPARISON OF RELATIVE SIZES OF PRINCIPAL DISPOSITION GROUPS IN UNION AND ASSOCIATION CASES.

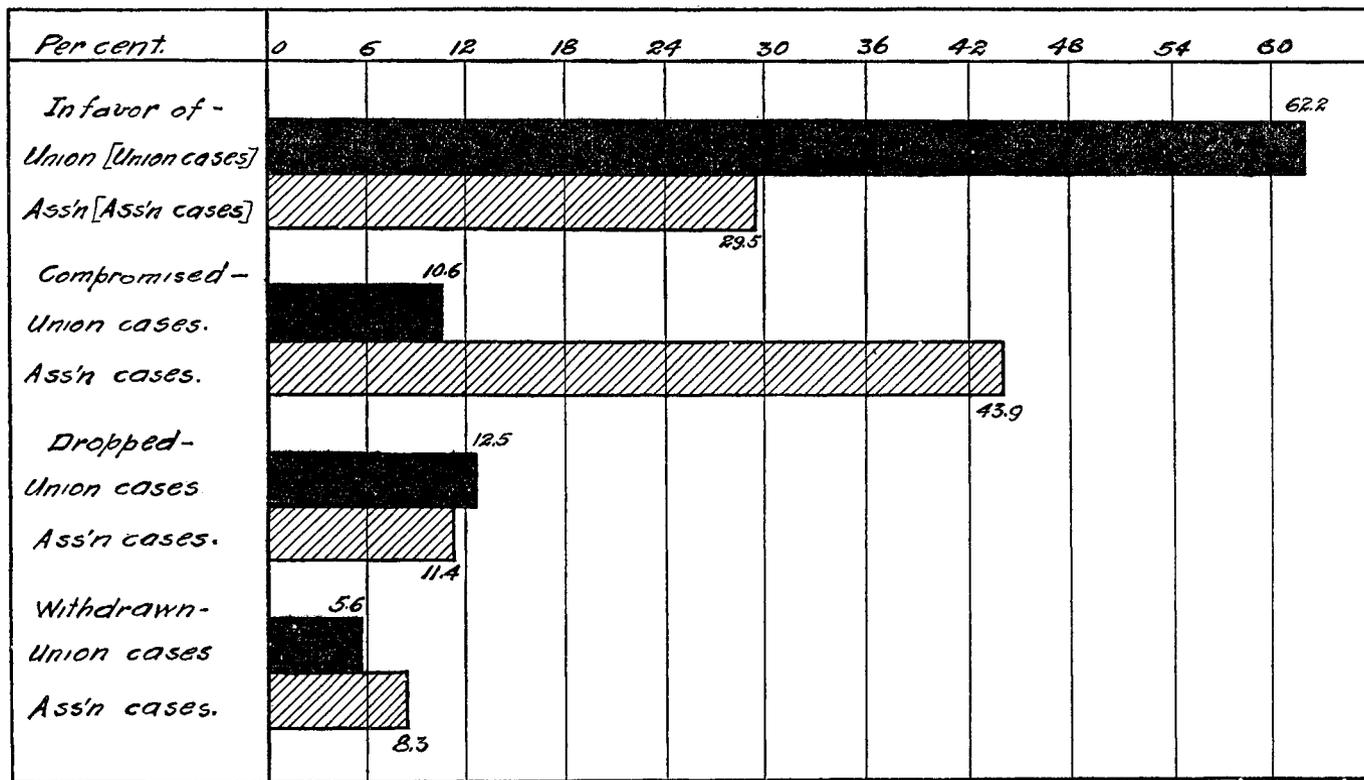
| Complainant. | Disposition group in percentage of total. | | | | |
|------------------|---|-----------------------|--------------|----------|------------|
| | Favor of union. | Favor of association. | Compromised. | Dropped. | Withdrawn. |
| Union..... | 62.2 | 9.0 | 10.6 | 12.5 | 5.6 |
| Association..... | 6.8 | 29.5 | 43.9 | 11.4 | 8.3 |

This is a significant table in view of the fact that while the largest disposition group in union cases is the one designated as "in favor of union," the largest disposition group in association cases is the "compromised."

The union secured 62.2 per cent of decisions "in favor of union"; the corresponding disposition for the association, "in favor of association" in association cases, is only 29.5 per cent. The per cent of compromised cases is four times as large in the association cases as it is in the cases of the union. The main reason for this rather wide difference in the nature of disposition of cases of the union and of the association is to be found in the text accompanying the preceding table. Ten out of a total of twelve grievances of the association hardly permit, at most, any other disposition than a mere adjustment or compromise.

With reference to the disposition groups "dropped" and "withdrawn," the difference in union and association cases is not large enough to make it significant—i. e., the percentages of dropped and withdrawn cases are almost the same in both.

PROPORTION OF UNION AND OF ASSOCIATION GRIEVANCES DISPOSED OF IN EACH SPECIFIED WAY.



Nine per cent of all cases filed by the union were not sustained. They were decided in favor of the association. Only 6.7 per cent of the association cases were decided in favor of the union.

The following table gives the final "scoring" of favorable decisions, secured by the union and the association in major and minor complaints that each one of these organizations had filed. The actual tabulation of percentages of favorable decisions secured by the union and the association, according to nature of grievances, will be found elsewhere.¹

COMPARISON OF FAVORABLE DECISIONS SECURED BY THE UNION AND THE ASSOCIATION IN CASES FILED AND ADJUSTED.

| General nature of grievances. | Cases filed by union. | | | Cases filed by association. | | |
|-------------------------------|-----------------------|------------------------------|-------------------|-----------------------------|------------------------------------|-------------------|
| | Total number. | Decisions in favor of union. | | Total number. | Decisions in favor of association. | |
| | | Number. | Per cent. | | Number. | Per cent. |
| Major..... | 2,835 | 1,669 | ¹ 58.9 | 248 | 75 | ² 30.2 |
| Minor..... | 1,275 | 888 | ³ 69.6 | 16 | 3 | ² 18.8 |
| Total..... | ⁴ 4,110 | 2,557 | 62.2 | 264 | 78 | 29.5 |

¹ See table, p. 101.

² See table, p. 74.

³ See table, p. 104.

⁴ Not including 362 cases still pending, 46 marked "void," and 3 marked "settled by good offices."

The union secured favorable decisions in 58.9 per cent of its major grievances and 69.6 per cent in its grievances of minor importance, making the average percentage of favorable decisions secured on all grievances adjusted 62.2 per cent; that is, out of every 100 complaints filed by the union and adjusted, 62 were sustained. The remainder, 37.8 per cent, were either dropped by mutual consent, withdrawn by the complainant, compromised, or settled in favor of the association.

The association secured favorable decisions in 30.2 per cent of its major grievances and 18.8 per cent of its minor, making the average percentage of favorable decisions secured in all cases filed and adjusted 29.5 per cent; that is, out of 100 complaints filed by the association, 29.5 were sustained. The remainder, 70.5 per cent, were dropped by mutual consent, withdrawn by the association, compromised, or settled in favor of the union.

Thus the percentage of favorable decisions secured by the union was over twice as large as the similar percentage in cases complained of by the association.

The table on page 68 shows that the union is the heavier complainant, the ratio of complaints filed by the union to those filed by the association being 91 to 9. It is the union that is the constant complainant against violations of the agreement. The association com-

¹ See pp. 73, 74, 101, and 104.

plaints infrequently and instead of having 30 definite classifications of grievances, as has the union, it practically has only 12, and of these "cessation of work," covers over 40 per cent of the cases. On this specific grievance the percentage of favorable decisions secured by the association is 66.3, as compared with the average of 29.5 per cent of favorable decisions among all cases filed.

The second principal complaint of the association (and the first one in union cases) is that of dispute in settlement of prices. The percentage of favorable decisions secured by the association in these cases was 1.4, as against 17.7 secured by the union.

The nature of the remainder of the complaints of the association shows that these are not distinct violations of specified clauses of the protocol—they are more in the nature of general complaints, such as complaints of unsatisfactory behavior of workers and particularly of shop chairmen or chairwomen, based chiefly on the alleged theory that these officials of the union are doing "too much organizing," etc., "firm desires a change in the system of work," a condition not permissible without the specific dispensation secured from the wage-scale board.

Naturally, the percentage of favorable decisions that can possibly be secured in such complaints is very low.

GRIEVANCES FILED BY THE ASSOCIATION.

CLASSIFICATION OF GRIEVANCES.

The grievances complained of by the association are classified as follows:

Cessation of work: Complaint of refusal of the employees (of whole shop or of specific department) to continue the performance of their duties pending the settlement of a grievance.

Dispute in prices: Involves difference in opinion as to what the specific price for the making of a garment should be.

Complaint against shop chairman (or chairwoman): Dissatisfaction on the part of the employer with action or general behavior of the representatives of the union in his shop.

Miscellaneous: Any grievance occurring so infrequently that a special classification appears to be unnecessary.

Interference with conduct of and discipline in factory: A general charge by the employer against unsatisfactory behavior on the part of one or more of his employees.

Firm dissatisfied with result of test: Grievance complained of chiefly because of alleged excessive amount of time consumed by the worker in making a test for determining piece prices.

Incompetency of workers.

Union refuses to abide by results of test: Equivalent to "refusal of union to comply with adjustment"; but refers specifically to refusal of workers to accept results of test as made.

Refusal of test hand to make test: Sometimes, employee selected by both sides to make test, for some reason or other declines to do so.

Firm wants to change system of work: Certain agreements are made in the trade (by protocol, board of grievance, wage-scale board, etc.) with reference to the specific system (piece or week) to be used in certain departments. Employer sometimes reports to association that he, for some reason or other, wants to change the system of work.

Firm wants to reduce prices: i. e., it wants to reduce, on its own volition, prices mutually agreed upon by itself and its employees.

Refusal of union to comply with adjustments made by proper authorities.

The following table shows the distribution of specific classes of grievances of the association, i. e., the relative frequency with which each is complained of:

NUMBER AND PER CENT OF GRIEVANCES COMPLAINED OF BY THE ASSOCIATION,
BY NATURE OF GRIEVANCE.

| Nature of grievance. | Number. | Per cent of total. |
|---|---------|--------------------|
| Cessation of work..... | 101 | 38.2 |
| Dispute in prices..... | 69 | 26.1 |
| Complaints against shop chairman..... | 34 | 12.9 |
| Interference with conduct of and discipline in factory..... | 14 | 5.3 |
| Firm dissatisfied with result of test..... | 14 | 5.3 |
| Incompetency of workers..... | 5 | 1.9 |
| Union refuses to abide by results of test..... | 4 | 1.5 |
| Firm wants to change system of work..... | 2 | .8 |
| Firm wants to reduce prices..... | 2 | .8 |
| Refusal of test hand to make test..... | 2 | .8 |
| Refusal of union to comply with adjustments..... | 1 | .4 |
| Miscellaneous..... | 16 | 6.1 |
| | 264 | 100.0 |

The protocol guarantees to the employer a shop in which no cessation of work of whatever nature is to be tolerated. Naturally, the main grievances of the association are of such occurrences; 38.2 per cent of the total number of cases filed by the association were complaints of cessation of work, in part or in full. Most of these, however, were not regular strikes; they were merely cessations of work lasting from one hour to one day. Only in a very few instances were these prolonged enough to warrant being called a strike, in the ordinary sense of the word. The union, upon receiving a complaint of the association to the effect that the workers ceased working, ordered the people back to work as fast as the exigencies of the situation allowed.

The nature of the remainder of the grievances of the association is explained in the first part of this section on "classification of grievances."

It is significant that only in one instance (out of 264) was there a complaint filed by the association to the effect that the union

refused to comply with adjustments made by proper authorities; i. e., disobeying the orders of the legal and mutually constituted authorities.

DISPOSITION OF CASES.

The following table shows the classification and disposition of 264 cases filed by the association:¹

NUMBER AND PER CENT OF ASSOCIATION CASES DISPOSED OF IN EACH SPECIFIED MANNER, BY NATURE OF GRIEVANCE.¹

| Nature of grievance. | Total. | Nature of disposition. | | | | | | | | | |
|---|------------------|------------------------|-----------|--------------------------|-----------|----------------------------|-----------|----------|-----------|-------------|-----------|
| | | In favor of union. | | In favor of association. | | Com-promised. ² | | Dropped. | | With-drawn. | |
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Cessation of work..... | ³ 101 | 2 | 2.0 | 67 | 66.3 | 15 | 14.8 | 13 | 12.9 | 4 | 3.9 |
| Dispute in prices..... | ⁴ 69 | 5 | 7.2 | 1 | 1.4 | 53 | 76.8 | 3 | 4.3 | 7 | 10.1 |
| Complaint against shop chairman..... | ⁵ 34 | 6 | 17.6 | 3 | 8.8 | 16 | 47.0 | 6 | 17.6 | 3 | 8.8 |
| Miscellaneous..... | 16 | 2 | 12.5 | 3 | 18.8 | 7 | 43.7 | ..... | ..... | 4 | 25.0 |
| Interference with conduct of factory..... | ⁶ 14 | 1 | 7.1 | 1 | 7.1 | 8 | 57.1 | 3 | 21.4 | 1 | 7.1 |
| Firm dissatisfied with results of test..... | ⁷ 14 | ..... | ..... | ..... | ..... | 12 | 85.7 | 1 | 7.1 | 1 | 7.1 |
| Incompetency of worker..... | 5 | 1 | 20.0 | ..... | ..... | 2 | 40.0 | 1 | 20.0 | 1 | 20.0 |
| Union refuses to abide by the result of test..... | 4 | ..... | ..... | 1 | 25.0 | 2 | 50.0 | 1 | 25.0 | ..... | ..... |
| Refusal of test hand to make test..... | 2 | ..... | ..... | 1 | 50.0 | 1 | 50.0 | ..... | ..... | ..... | ..... |
| Firm wants to change system of work..... | ⁸ 2 | ..... | ..... | ..... | ..... | ..... | ..... | 2 | 100.0 | ..... | ..... |
| Firm wants to reduce prices..... | 2 | 1 | 50.0 | ..... | ..... | ..... | ..... | ..... | ..... | 1 | 50.0 |
| Refusal of union to comply with adjustments..... | 1 | ..... | ..... | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... |
| Total..... | 264 | 18 | 6.8 | 78 | 29.5 | 116 | 43.9 | 30 | 11.4 | 22 | 8.3 |

¹ The records of the association give complete dispositions for all cases since July 1, 1913, and for some of the cases previous to that date.

² Compromised cases are those in which the investigation showed a dispute of some kind in which the position of neither of the parties was wholly sustained.

³ Nine of these are marked "dropped by neglect."

⁴ Both of these cases are marked "dropped by neglect."

⁵ Four of these are marked "dropped by neglect."

⁶ Two of these are marked "dropped by neglect."

⁷ This case is marked "dropped by neglect."

⁸ One of these is marked "dropped by neglect."

Of the 264 cases for which there were complete records, 43.9 per cent were compromised, 29.5 per cent were decided in favor of association, 11.4 per cent dropped by mutual consent, 8.3 per cent withdrawn by the association, and 6.8 per cent not sustained; i. e., adjudicated in favor of union. The most frequent complaints of the association were 101 of cessation of work, 69 of dispute in price making, 34 complaints against shop chairmen, 16 miscellaneous, 14 complaints of interference with conduct of factory, and 14 of claims that firm, for some reason or other, was dissatisfied with results of tests for the determination of piece prices. These are the so-called major grievances of the association. They make up 93.9 per cent of the total number filed. The six minor grievances make up only about 6.1 per cent of the total filed.

¹ The total number filed was 456, but the records of disposition of association cases of the first five months of the existence of the protocol are incomplete.

FAVORABLE DECISIONS SECURED IN MAJOR GRIEVANCES.

In its major grievances, the association secured the percentages of favorable decisions shown in the following table:

MAJOR GRIEVANCES COMPLAINED OF BY THE ASSOCIATION AND PERCENTAGE OF FAVORABLE DECISIONS SECURED IN EACH.

| Nature of grievance. | Total filed. | Decisions secured in favor of association. | Per cent of favorable decisions. |
|--|--------------|--|----------------------------------|
| Cessation of work (partial or entire)..... | 101 | 67 | 66.3 |
| Dispute on prices..... | 69 | 1 | 1.4 |
| Complaint against shop chairman..... | 34 | 3 | 8.8 |
| Miscellaneous..... | 16 | 3 | 18.8 |
| Interference with conduct and discipline of factory..... | 14 | 1 | 7.1 |
| Firm dissatisfied with results of test..... | 14 | ..... | ..... |
| Total..... | 248 | 75 | 30.2 |

This table and the accompanying chart show that in cases brought on account of cessation of work 66.3 per cent of the decisions were in favor of the association; in miscellaneous cases, 18.8 per cent; in cases of complaints against shop chairman, 8.8 per cent; in cases due to interference with conduct and discipline of factory, 7.1 per cent, and in disputes as to settlement of prices, 1.4 per cent. No cases due to dissatisfaction of firms with results of test were settled in favor of the association.

On all of its major grievances the association secured an average percentage of favorable decisions of 30.2.

FAVORABLE DECISIONS SECURED IN MINOR GRIEVANCES.

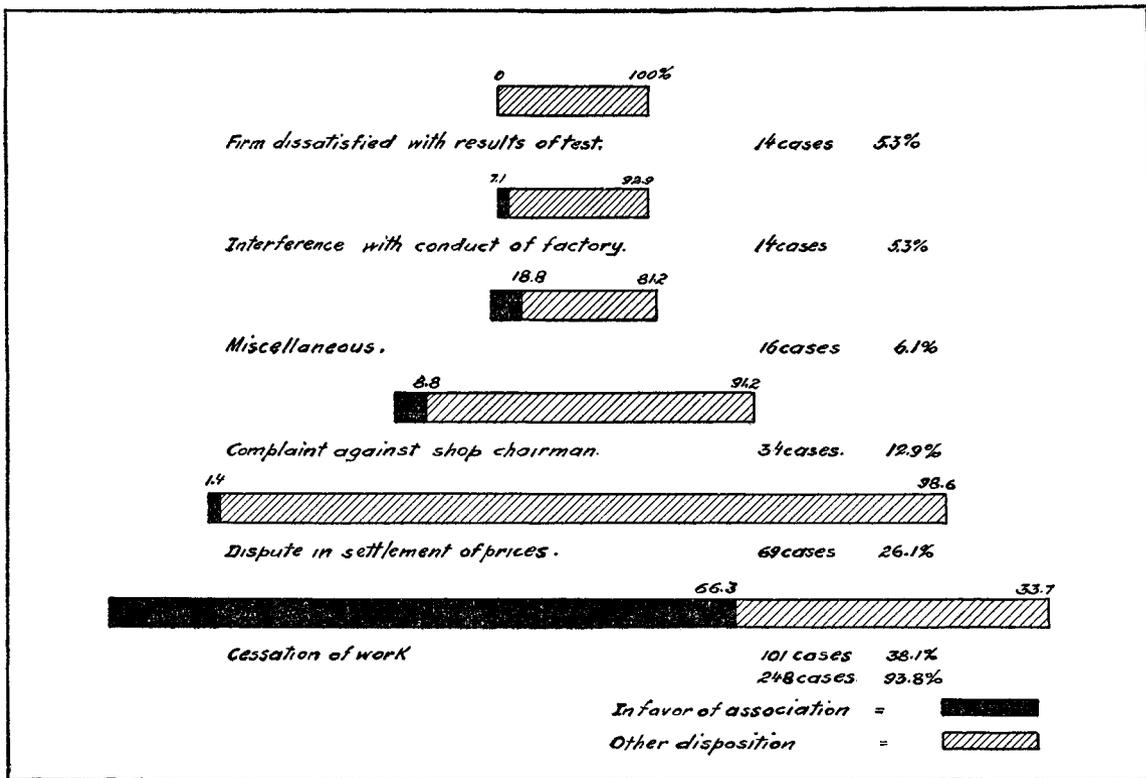
The following table shows the percentages of favorable decisions secured by the association in its minor grievances:

MINOR GRIEVANCES COMPLAINED OF BY ASSOCIATION AND PERCENTAGE OF FAVORABLE DECISIONS SECURED IN EACH.

| Nature of grievance. | Total filed. | Decisions secured in favor of association. | Per cent of favorable decisions. |
|--|--------------|--|----------------------------------|
| Incompetency of worker..... | 5 | ..... | ..... |
| Union refuses to abide by results of test..... | 4 | 1 | 25.0 |
| Refusal of test hand to make test..... | 2 | 1 | 50.0 |
| Firm wants to change system of work..... | 2 | ..... | ..... |
| Firm wants to reduce prices..... | 2 | ..... | ..... |
| Refusal of union to comply with adjustments..... | 1 | 1 | 100.0 |
| Total..... | 16 | 3 | 18.8 |

Of the 16 minor grievances filed by the association, only 3, or 18.8 per cent, were decided in its favor. These were the 1 case due to the refusal of the union to comply with adjustments, 1 of the 2 cases due to refusal of test hand to make test, and 1 of the 4 due to refusal by the union to abide by the results of test.

PROPORTION OF MAJOR ASSOCIATION GRIEVANCES OF SPECIFIED KINDS AND PROPORTION SETTLED IN FAVOR OF THE ASSOCIATION AND OTHERWISE DISPOSED OF.



GRIEVANCES FILED BY THE UNION.

CLASSIFICATION OF GRIEVANCES.

At the very outset the officials of the union recognized the importance of an accurately worked out, definite classification of grievances. The following was adopted and used throughout the entire period under discussion:

1. Dual system of work. The protocol specifies that certain parts of the work shall be done on one specific basis only—workers are to

work either by week or by piece. To maintain a dual system is a violation.

2. Improper system of work. When a system or method not designated in the agreement is used.

3. Illegal change of system. Change of system of work without the mutual consent of the parties concerned.

4. Maintenance of subcontracting. A violation of section 15 of the protocol.

5. Discriminative outside contracting. Employers sometimes, feeling that the price specified by the price committee of the shop is excessive, attempt to send their work to be done in outside shops where lower standards prevail and where cheaper prices can be secured. This is one of the great difficulties that are to be solved.

6. Violation of legal holiday provision of the protocol.

7. Violation of hours of labor provision of the protocol.

8. Violation of wage scale. Under scale payment in cases of week workers. Must be distinguished from the following grievance:

9. Reduction of piece prices. Paying under agreed price to pieceworkers.

10. Dispute in settlement of prices. Involves difference of opinion as to what the specific price should be. Must be distinguished from the following:

11. Improper settlement of prices. When prices are settled in an illegal manner, such as making prices in the absence of the price committee, etc.

12. Forced cessation of work. Refusal of the manufacturer to permit continuation of work while dispute on prices is pending.

13. Lock out. A direct violation of the fundamental principle of the protocol.

14. Illtreatment of employees.

15. Claim for wages due.

16. Noncompliance with decisions rendered by proper authorities.

17. Nondelivery of communications. Refusal of the management to deliver to the workers messages, notices, etc., sent to them by the authorities of the union.

18. Refusal to recognize price committee. A violation of section 10 of the protocol.

19. Irregular pay day.

20. Work done in tenement houses.

21. Unjustifiable discharge.

22. Preferring nonunion help. A violation of section 13 of the protocol.

23. Failure to cooperate in proper organization of factory. As stated in the preamble to the protocol, it is the moral duty of the manufacturer to assist the union in the organization of the shop.

24. Nonprotocol conditions. General charge including one or more violations of the protocol.
25. Insanitary conditions.
26. Illtreatment of union representatives of the board of grievances or wage-scale board.
27. Discrimination.
28. Unequal division of work.
29. Payment by check. Violation of a custom established in the cloak industry, applicable to the dress and waist industry.
30. Miscellaneous.

RECORDING OF COMPLAINTS IN THE OFFICES OF THE UNION.

It is of utmost importance to the successful workings of the protocol that reliable records of the disposition of cases be kept, the chief reasons for that being: (a) A case once handled becomes a part of the experience to be guided by in the settlement of cases in the future, and (b) no real investigation of the actual value of the agreement as well as of the results attained is possible without adequate records. This statement is particularly true with reference to the records of the union office, where 90 per cent of all the complaints originate.

In this respect, the officials of the Dress and Waist Makers' Union benefited greatly by the experience of the men in charge of the administration of the protocol in the cloak industry.

It took the officials of the Dress and Waist Makers' Union but a little over two weeks to perfect a skeleton of a reliable system of records. At the time of writing this report, March, 1914, the union is in possession of reliable and accurate records of the disposition of all the cases that originated since January 28, 1913, all classified by the nature of grievance, agency of adjustment, and specific disposition made.

The first step in the movement of a complaint is the recording of the facts, as given by the complainant, on a card, as shown in case 3227, on page 49. This card is then passed on to a clerk who changes it into letter form for the purpose of forwarding it to the offices of the association. The letter form of the complaint is also shown in case 3227, on page 49. This letter is usually dictated by the chief clerk or his assistant or his complaint clerk, and is made out in five copies. Two of these are sent to the association, one for their files and the other for the information of the association deputy clerk who is to handle the case. The third copy is given to the union deputy clerk for his information during the joint investigation. The fourth copy is placed in the files of the offices of the union. The fifth copy is forwarded to the counsel of the union.

After the complaint has been changed into letter form, the original complaint card, as shown on page 49, is given to the filing clerk for the purpose of placing it on the calendar, the form of which is shown at the bottom of this page.

At the same time the complaint is entered on the shop record card.¹ From the shop record card the complaint is recorded on the classification card, according to the nature of the grievance.²

After a joint investigation has been made by the deputy clerks of the board of grievances, the original complaint, shown on page 49, with specific disposition made written on it, is returned to the chief clerk. If this official or his assistant, upon examination of the findings of the deputy clerks, deems the case satisfactorily adjusted, he orders the complaint clerk to have it properly recorded and filed. If, however, he finds that the deputy clerks could not agree upon any specific disposition or that the case, in his opinion, had not been properly adjusted, the case is taken up by the chief clerk himself or his assistant.³

In case of disagreement between the chief clerks of the respective sides upon a disposition of the case, the matter is then submitted to the board of grievances, the industrial court of the trade.

When a case is finally disposed of, the copy of the original complaint, bearing a full description of its final disposition, is returned to the complaint clerk to be recorded and placed on file. The specific disposition is then entered: 1. On the calendar (see below); 2. On the reverse side of the original complaint card (see p. 49); 3. On the shop-record card (see reverse side, p. 79); and 4. On the classification card (see p. 80).

Following are copies of forms showing the calendar, shop-record card, and classification card:

CALENDAR OF CASES FILED ON MONDAY, AUGUST 18, 1913.

| I. Complaint No. | II. Name of firm. | III. Nature of complaint. | IV. At- tended by— | V. Result. |
|------------------|-------------------------------|--|--------------------------|------------|
| 3227..... | — Waist Co., — W. 16th St. | 26. Discrimination..... | Z | Adjusted. |
| 3228..... | —, — W. 17th St.... | 25. Abuse of union representa- tives. | A | Letter. |
| 3229..... | —, — Broadway..... | 21. Noncompliance with deci- sions. | H | Adjusted. |
| 3230..... | — Dress Co., — W. 25th St. | 13. Unjustifiable discharge..... | W | Dropped. |

¹ See p. 79.

² See p. 80.

³ Complaints involving grave and important controversies are taken up directly by the chief clerk; that is, these are not referred to deputy clerks at all.

LADIES' WAIST AND DRESSMAKERS' UNION LOCAL 25, I. L. G. W. U.

ASSOCIATION SHOP RECORD.

Name of firm..... Address..... No. of people employed.....

CLASSIFICATION OF GRIEVANCES AND ADJUSTMENTS.

| | | | | | | | | | | | | | | | | | | | | |
|-------------------------|-------------|----------------|------------------------------|-------------|----------------|---|-------------|----------------|--|-------------|----------------|--|-------------|----------------|---------------------------------|-------------|----------------|------------------------------|-------------|----------------|
| 1. Dual system of work. | | | 2. Illegal change of system. | | | 3. Maintenance of sub-contracting system. | | | 4. Discriminative outside contracting. | | | 5. Violation of legal holiday provision. | | | 6. Violation of hours of labor. | | | 7. Violation of wage scales. | | |
| Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. |
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[Back of card.]

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|---|-------------|----------------|---------------|-------------|----------------|-------------------------------|-------------|----------------|---------------|-------------|----------------|---------------------------------|-------------|----------------|--------------------------|-------------|----------------|-----------------------------------|-------------|----------------|
| 15. Failure to cooperate in proper organization of factory. | | | 16. | | | 17. Forced cessation of work. | | | 18. Lockout. | | | 19. Ill-treatment of employees. | | | 20. Claim for wages due. | | | 21. Noncompliance with decisions. | | |
| Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. | Complaint No. | When filed. | When adjusted. |
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|----------|-----------------------|--------------|-------|--------------|--|
| Remarks. | SHOP MEETINGS RECORD. | | | | Following abbreviations to be used in designating result of adjustment: G. O.—Good offices of the association and union. F. U.—Favor of union. F. A.—Favor of association. M. C.—Mutual consent. W.—Withdrawn. D.—Dropped. |
| | Date. | Attended by— | Date. | Attended by— | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Form 21.

DISCRIMINATION.

| Date. | Com- plaint No. | Name of firm. | Favor union. | Favor associ- ation. | Mutual con- sent. | With- drawn. | Drop- ped. | Good offices. |
|---------|-----------------------|---------------------|-----------------|----------------------------|-------------------------|-----------------|---------------|------------------|
| Aug. 18 | 3227 | Waist Co..... | L | ..... | ..... | ..... | ..... | ..... |
| 18 | 3231 | ..... | L | ..... | ..... | ..... | ..... | ..... |
| 18 | 3236 | ..... | L | ..... | ..... | ..... | ..... | ..... |

CASES GROUPED ACCORDING TO AGENCIES OF DISPOSITION.

The following table shows the number and per cent of union grievances adjusted by each specified agency:

NUMBER AND PER CENT OF UNION GRIEVANCES ADJUSTED BY EACH SPECIFIED AGENCY.

| Agency. | Number. | Per cent. |
|------------------------------------|-----------------|-----------|
| Deputy clerks..... | 3,322 | 83.8 |
| Chief clerks..... | 600 | 14.6 |
| Board of grievances..... | ¹ 87 | 2.1 |
| Committee on immediate action..... | 67 | 1.6 |
| Wage-scale board..... | 34 | .8 |
| Total..... | 24,110 | 100.0 |

¹ On two of these (185) and 3078) the board deadlocked.

² To this total must be added 362 cases still pending, 46 marked "void" and 3 cases marked "settled by good offices."

Out of every 100 cases filed by the union, 81 were adjusted satisfactorily by the deputy clerks; $14\frac{1}{2}$ were settled by the chief clerks, and the industrial court of the trade—the wage-scale board and the board of grievances—were called upon to settle the remainder, about $4\frac{1}{2}$ cases out of every 100.

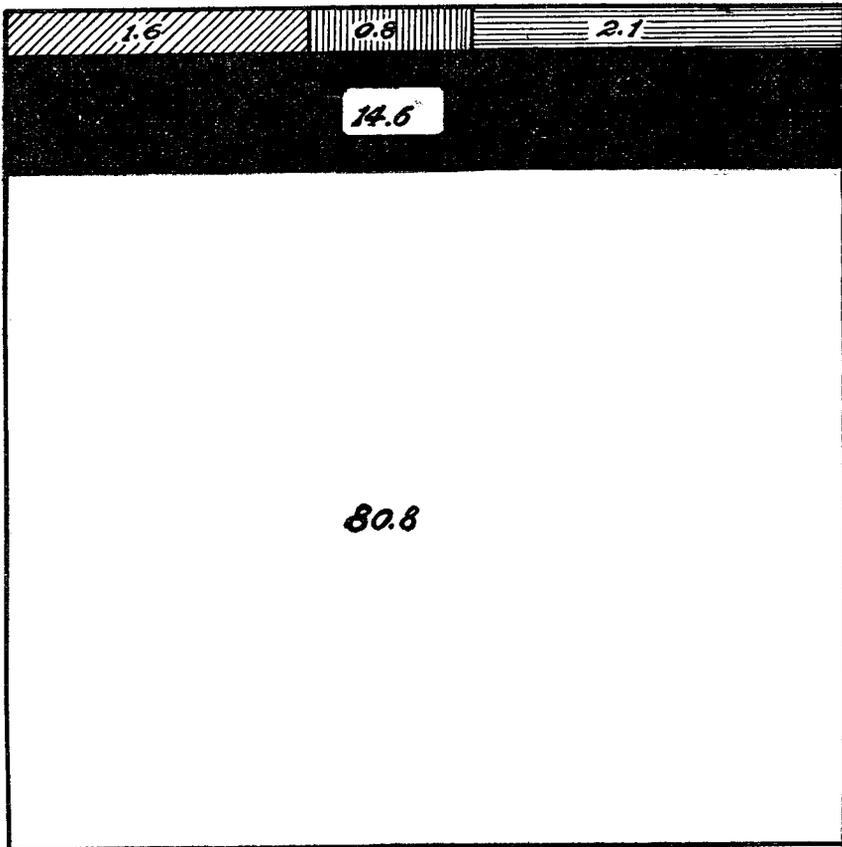
As one of the principal functions of the industrial courts is the supervision of the administration of justice by the chief and deputy clerks, it is apparent that the agencies for the adjustment of grievances have, considering the novelty of the arrangement, worked very well indeed. Detailed analyses of the nature and classification of the cases adjudicated by the various agencies will be found below.

The agencies of disposition of the union grievances are graphically shown on the accompanying chart.

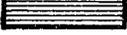
CASES ADJUSTED BY DEPUTY CLERKS.

The following table relates to those cases filed by the union which were adjusted by the deputy clerks. It shows by classified grievances the number and per cent of cases disposed of in each specified manner.

PROPORTION OF UNION GRIEVANCES ADJUSTED BY EACH SPECIFIED AGENCY.



Adjusted by

| | |
|--------------------------------------|---|
| <i>Deputy clerks</i> |  |
| <i>Chief clerks</i> |  |
| <i>Committee on Immediate Action</i> |  |
| <i>Wage scale Board</i> |  |
| <i>Board of Grievances</i> |  |

DISPOSITION OF UNION CASES ADJUSTED BY THE DEPUTY CLERKS, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Nature of disposition. | | | | | | | | | | | |
|---|------------------------|-----------|--------------------|-----------|--------------------------|-----------|----------------------------|-----------|----------|-----------|-------------|-----------|
| | Total. | | In favor of union. | | In favor of association. | | Com-promised. ¹ | | Dropped. | | With-drawn. | |
| | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Dispute in settlement of prices..... | 341 | 56 | 16.4 | 13 | 3.8 | 225 | 66.0 | 37 | 10.9 | 10 | 2.9 | |
| Unequal division of work..... | 340 | 222 | 65.3 | 27 | 7.9 | 9 | 2.6 | 49 | 14.4 | 33 | 9.7 | |
| Violation of wage scale..... | 303 | 243 | 80.2 | 26 | 8.6 | 9 | 3.0 | 16 | 5.3 | 9 | 3.0 | |
| Unjustifiable discharge..... | 248 | 125 | 50.4 | 26 | 10.5 | 18 | 7.3 | 50 | 20.2 | 29 | 11.7 | |
| Improper settlement of prices..... | 217 | 152 | 70.0 | 9 | 4.1 | 27 | 12.4 | 20 | 9.2 | 9 | 4.1 | |
| Nonunion help being preferred..... | 216 | 145 | 67.1 | 16 | 7.4 | 10 | 4.6 | 26 | 12.0 | 19 | 8.8 | |
| Discrimination..... | 184 | 108 | 58.7 | 31 | 16.8 | 6 | 3.3 | 19 | 10.3 | 20 | 10.9 | |
| Ill-treatment of employees..... | 162 | 104 | 64.2 | 24 | 14.8 | 5 | 3.1 | 20 | 12.3 | 9 | 5.6 | |
| Noncompliance with decision of authorities..... | 158 | 143 | 90.5 | 4 | 2.5 | 2 | 1.3 | 5 | 3.2 | 4 | 2.5 | |
| Failure to cooperate in proper organization of factory..... | 126 | 91 | 72.2 | 22 | 17.5 | 1 | .8 | 8 | 6.3 | 4 | 3.2 | |
| Claim for wages due..... | 123 | 90 | 73.2 | 10 | 8.1 | 7 | 5.7 | 13 | 10.6 | 3 | 2.4 | |
| Reduction of fixed prices..... | 111 | 78 | 70.3 | 10 | 9.0 | 8 | 7.2 | 8 | 7.2 | 7 | 6.3 | |
| Nonprotocol condition..... | 110 | 79 | 71.8 | 19 | 17.3 | ..... | ..... | 7 | 6.4 | 5 | 4.5 | |
| Dual system of work..... | 104 | 81 | 77.9 | 9 | 8.7 | 1 | 1.0 | 11 | 10.6 | 2 | 1.9 | |
| Refusal to recognize price committee..... | 95 | 65 | 68.4 | 17 | 17.9 | 4 | 4.2 | 5 | 5.3 | 4 | 4.2 | |
| Violation of hours of labor..... | 90 | 63 | 70.0 | 20 | 22.2 | ..... | ..... | 4 | 4.4 | 3 | 3.3 | |
| Discriminative outside contracting..... | 88 | 40 | 45.5 | 25 | 28.4 | 2 | 2.3 | 17 | 19.3 | 4 | 4.5 | |
| Maintenance of subcontracting..... | 76 | 47 | 61.8 | 19 | 25.0 | ..... | ..... | 9 | 11.8 | 1 | 1.3 | |
| Violation of legal holiday provision..... | 50 | 39 | 78.0 | 7 | 14.0 | ..... | ..... | 1 | 2.0 | 3 | 6.0 | |
| Illegal charge of system of work..... | 35 | 25 | 71.4 | 4 | 11.4 | 1 | 2.9 | 3 | 8.6 | 2 | 5.7 | |
| Improper system of work..... | 35 | 22 | 62.9 | 5 | 14.3 | 2 | 5.7 | 6 | 17.1 | ..... | ..... |  |
| Miscellaneous..... | 33 | 27 | 81.8 | 3 | 9.1 | 1 | 3.0 | 2 | 6.1 | ..... | ..... |  |
| Nondelivery of communication..... | 31 | 31 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |  |
| Work done in tenement houses..... | 17 | 13 | 76.5 | 3 | 17.6 | ..... | ..... | 1 | 5.9 | ..... | ..... |  |
| Irregular pay day..... | 10 | 10 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |  |
| Forced cessation of work..... | 6 | 6 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |  |
| Ill-treatment of representatives of union..... | 5 | 5 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |  |
| Payment by check..... | 5 | 5 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |  |
| Lockout..... | 2 | 2 | 100.0 | ..... | ..... | ..... | ..... | 2 | 100.0 | ..... | ..... |  |
| Insanitary conditions..... | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |  |
| Total..... | 3,322 | 2,116 | 63.7 | 349 | 10.5 | 338 | 10.2 | 339 | 10.2 | 180 | 5.4 | |

¹ Compromised cases are those in which the investigation showed a dispute of some kind in which the position of neither of the parties was wholly sustained.

The following table summarizes the number and per cent of these cases which were disposed of in each specified manner:

GENERAL DISPOSITION OF UNION CASES ADJUSTED BY DEPUTY CLERKS.

| Disposition. | Number. | Per cent of total. |
|------------------------------|---------|--------------------|
| In favor of union..... | 2,116 | 63.7 |
| In favor of association..... | 349 | 10.5 |
| Compromised..... | 338 | 10.2 |
| Dropped..... | 339 | 10.2 |
| Withdrawn..... | 180 | 5.4 |
| Total..... | 3,322 | 100.0 |

In 84 per cent of the total number of cases definite, clear cut decisions were handed out. Three-fourths of these were in favor of the complainant, the union. The number of compromised cases is relatively low, only a little over 10 per cent.

Taking into consideration the fact that these clerks are only mediators, and also that they succeeded in adjusting over 80 per cent of the total number of the cases filed, their work throws much light on the willingness of the respective parties to cooperate in the adjustment of grievances.

UNION CASES ADJUSTED BY THE DEPUTY CLERKS IN WHICH THE PER CENT OF DECISIONS FAVORABLE TO THE COMPLAINANT WAS FROM 80 TO 100.

| Nature of grievance. | Number of cases filed. | Per cent of favorable decisions. |
|--|------------------------|----------------------------------|
| Nondelivery of communications..... | 31 | 100.0 |
| Irregular pay day..... | 10 | 100.0 |
| Forced cessation of work..... | 6 | 100.0 |
| Ill-treatment of representatives of the union..... | 5 | 100.0 |
| Payment by check..... | 5 | 100.0 |
| Insanitary conditions..... | 1 | 100.0 |
| Violation of wage scale..... | 303 | 80.2 |
| Noncompliance with decision of authorities..... | 158 | 90.5 |
| Miscellaneous..... | 33 | 81.8 |

In complaints of noncompliance with decisions the percentage of favorable decisions made by the deputy clerks was 90.5. A still higher percentage of the decisions favorable to the complainant were made in grievances of ill-treatment of representatives of the union, viz, 100 per cent.

Both of these complaints involved disrespect, disobedience, and sometimes active resistance to lawfully constituted authorities, violations, if sustained, of a very grave nature. If the protocol is to continue its existence, the parties that signed it must obey decisions of their own authorities.

If the shops are to be under proper control of the union, communications from the union to shop chairmen or chairwomen (union officials on the premises) must be delivered. Very frequently, intentionally or otherwise, such communications were either not delivered at all or delivered too late. In such cases the union filed complaints of nondelivery of the communications; the percentage of favorable decisions made by the deputy clerks was 100.

Every classification shown in the table on page 82 (except those in which the percentage of favorable decisions was 100 and the 2 complaints of lockout which were dropped) contains cases decided by the deputy clerks adversely to the complainant, i. e., in favor of the association. The percentages vary from 2.5 per cent in complaints of noncompliance with decision of authorities to 28.4 per cent in complaints of discriminative outside contracting. Other classifications in this table than those already mentioned contain the following percentages of cases sustained in favor of the union: Failure to cooperate in proper organization of the factory, 72.2; improper settlement of prices, 70; refusal to recognize price committee, 68.4;

nonunion help being preferred, 67.1; ill treatment of employees, 64.2; discrimination, 58.7; unjustifiable discharge, 50.4.

Sixty-six per cent of complaints of disputes in settlement of prices were compromised. This is the largest percentage item of the disposition group "compromised."

The highest percentage (100) of dropped cases was found in the classification "lockout," but there were only 2 cases of this character. Other dropped cases included 20.2 per cent of complaints of unjustifiable discharge, 19.3 per cent of discriminative outside contracting, 17.1 per cent of improper system of work, 14.4 per cent of unequal division of work, 12 per cent of nonunion help being preferred, 12.3 per cent of ill treatment of employees, 10.9 per cent of disputes in settlement of prices, 10.6 per cent of claim for wages due and of dual system of work, and 10.3 per cent of complaints of discrimination.

CASES ADJUSTED BY CHIEF CLERKS.

A total of 600 cases were referred to and adjusted by the chief clerks. This total included grievances of almost all the classifications, as is shown in the following table:

DISPOSITION OF UNION CASES ADJUSTED BY CHIEF CLERKS, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | | | | | | |
|---|--------|------------------------|-----------|--------------------------|-----------|---------------|-----------|----------|-----------|-------------|-----------|
| | | In favor of union. | | In favor of association. | | Com-promised. | | Dropped. | | With-drawn. | |
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Discrimination..... | 79 | 27 | 34.2 | 2 | 2.5 | 3 | 3.8 | 33 | 49.4 | 8 | 10.1 |
| Noncompliance with decision of authorities..... | 62 | 53 | 85.5 | | | 1 | 1.6 | 4 | 6.5 | 4 | 6.5 |
| Dispute in settlement of prices..... | 62 | 9 | 14.5 | 2 | 3.2 | 43 | 69.4 | 6 | 9.7 | 2 | 3.2 |
| Unjustifiable discharge..... | 57 | 19 | 33.3 | | | 3 | 5.3 | 31 | 54.4 | 4 | 7.0 |
| Violation of wage scale..... | 47 | 23 | 48.9 | 2 | 4.3 | 1 | 2.1 | 16 | 34.0 | 5 | 10.6 |
| Illtreatment of employees..... | 33 | 18 | 54.5 | 1 | 3.0 | 2 | 6.1 | 11 | 33.3 | 1 | 3.0 |
| Unequal division of work..... | 25 | 13 | 52.0 | | | 3 | 12.0 | 7 | 28.0 | 2 | 8.0 |
| Nonunion help being preferred..... | 24 | 15 | 62.5 | | | | | 6 | 25.0 | 3 | 12.5 |
| Dual system of work..... | 20 | 15 | 75.0 | 1 | 5.0 | 1 | 5.0 | 2 | 10.0 | 1 | 5.0 |
| Nonprotocol conditions..... | 19 | 10 | 52.6 | 2 | 10.5 | | | 7 | 36.8 | | |
| Reduction of fixed prices..... | 19 | 12 | 63.2 | | | 1 | 5.3 | 4 | 21.1 | 2 | 10.5 |
| Maintenance of subcontracting..... | 18 | 12 | 66.7 | 1 | 5.6 | | | 5 | 27.8 | | |
| Discriminative outside contract-ing..... | 18 | 5 | 27.8 | 2 | 11.1 | | | 8 | 44.4 | 3 | 16.7 |
| Failure to cooperate in proper organization of factory..... | 16 | 8 | 50.0 | | | | | 6 | 37.5 | 2 | 12.5 |
| Improper settlement of prices..... | 15 | 4 | 26.7 | 2 | 13.3 | 1 | 6.7 | 6 | 40.0 | 2 | 13.3 |
| Violation of hours of labor..... | 14 | 12 | 85.7 | 1 | 7.1 | | | 1 | 7.1 | | |
| Claim for wages due..... | 14 | 10 | 71.4 | | | | | 3 | 21.4 | 1 | 7.1 |
| Miscellaneous..... | 12 | 8 | 66.7 | | | 1 | 8.3 | 2 | 16.7 | 1 | 8.3 |
| Violation of legal holiday provi-sion..... | 11 | 10 | 90.9 | | | | | 1 | 9.1 | | |
| Illegal change of system of work..... | 9 | 4 | 44.4 | | | 1 | 11.1 | 1 | 11.1 | 3 | 33.3 |
| Lockout..... | 8 | 3 | 37.5 | 1 | 12.5 | 1 | 12.5 | 3 | 37.5 | | |
| Illtreatment of representatives of the union..... | 3 | 3 | 100.0 | | | | | | | | |
| Nondelivery of communications..... | 3 | 2 | 66.7 | | | | | | | 1 | 33.3 |
| Work done in tenement houses..... | 3 | 2 | 66.7 | | | | | 1 | 33.3 | | |
| Refusal to recognize price com-mittee..... | 3 | 1 | 33.3 | | | | | 2 | 66.7 | | |
| Irregular pay day..... | 2 | 1 | 50.0 | | | | | | | 1 | 50.0 |
| Forced cessation of work..... | 2 | 2 | 100.0 | | | | | | | | |
| Improper system of work..... | 2 | | | | | | | 1 | 50.0 | 1 | 50.0 |
| Total..... | 600 | 301 | 50.2 | 17 | 2.8 | 62 | 10.3 | 173 | 28.8 | 47 | 7.8 |

The 600 adjusted cases were disposed of as follows: In favor of union, 301 cases or 50.2 per cent; dropped, 173 cases or 28.8 per cent; compromised, 62 cases or 10.3 per cent; withdrawn, 47 cases or 7.8 per cent; in favor of association, 17 cases or 2.8 per cent.

The 10 grievances complained of most frequently constituted 71 per cent of the total number of cases settled by the chief clerks. The classification and disposition of these can be seen from the following table:

UNION CASES REFERRED TO CHIEF CLERKS FOR 10 GRIEVANCES COMPLAINED OF MOST FREQUENTLY AND PER CENT IN EACH CLASS SETTLED IN FAVOR OF THE UNION.

| Nature of grievance. | Total filed. | Per cent in favor of union. |
|--------------------------------------|--------------|-----------------------------|
| Discrimination..... | 79 | 34.2 |
| Noncompliance with decision..... | 62 | 85.5 |
| Dispute in settlement of prices..... | 62 | 14.5 |
| Unjustifiable discharge..... | 57 | 33.3 |
| Violation of wage scale..... | 47 | 48.9 |
| Ill-treatment of employees..... | 33 | 54.5 |
| Unequal division of work..... | 25 | 52.0 |
| Nonunion help being preferred..... | 24 | 62.5 |
| Dual system of work..... | 20 | 75.0 |
| Nonprotocol conditions..... | 19 | 52.6 |
| Total..... | 428 | 47.2 |

The union secured 47.2 per cent of favorable decisions on these most frequently occurring grievances. From the nature of disposition of these cases the quality of the work done by the chief clerks can be seen. The per cent of favorable decisions secured by complainant in cases of noncompliance with decisions was 85.5 per cent. If the authorities established by the protocol are to exercise their functions properly, those failing to comply promptly with their adjustments are to be reprimanded.

A totally different situation arises when complaints of dispute in settlement of prices are filed. By the definition of this classification¹ these cases, if properly classified, involve only a difference of opinion, an inability on the part of those that settle prices to agree upon them. Of these cases, 69.4 per cent were compromised by the chief clerks and only 14.5 per cent were decided in favor of the union. Only in some of the minor grievances were 100 per cent of the cases decided by the chief clerks in favor of the union. These were: Three cases of illtreatment of representatives of the union and two cases of forced cessation of work.

A still closer view of the quality of the work of the clerks will be had from the typical original cases adjudicated by the chief clerks, reproduced in another section of this report.

¹ See definition of classification of grievances filed by the union, p. 76.

CASES ADJUSTED BY COMMITTEE ON IMMEDIATE ACTION.

This committee during the four months of its existence adjusted 67 cases. The following table shows the manner in which these cases were disposed of:

DISPOSITION OF UNION CASES ADJUSTED BY COMMITTEE ON IMMEDIATE ACTION, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | | | | | | |
|---|--------|------------------------|-----------|--------------------------|-----------|--------------|-----------|----------|-----------|------------|-----------|
| | | In favor of union. | | In favor of association. | | Compromised. | | Dropped. | | Withdrawn. | |
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Violation of wage scale..... | 15 | 10 | 66.7 | | | 5 | 33.3 | | | | |
| Dispute in settlement of prices..... | 11 | 3 | 27.3 | | | 8 | 72.7 | | | | |
| Dual system of work..... | 5 | 2 | 40.0 | | | 3 | 60.0 | | | | |
| Unjustifiable discharge..... | 6 | 6 | 100.0 | | | | | | | | |
| Discrimination..... | 5 | 5 | 100.0 | | | | | | | | |
| Improper settlement of prices..... | 4 | 2 | 50.0 | | | 2 | 50.0 | | | | |
| Unequal division of work..... | 3 | 3 | 100.0 | | | | | | | | |
| Noncompliance with decision of authorities..... | 2 | | | | | 2 | 100.0 | | | | |
| Violation of legal holiday provision..... | 2 | 2 | 100.0 | | | | | | | | |
| Ill-treatment of employees..... | 2 | 2 | 100.0 | | | | | | | | |
| Miscellaneous..... | 2 | 2 | 100.0 | | | | | | | | |
| Nonprotocol conditions..... | 2 | 2 | 100.0 | | | | | | | | |
| Forced cessation of work..... | 1 | | | | | 1 | 100.0 | | | | |
| Nonunion help being preferred..... | 1 | 1 | 100.0 | | | | | | | | |
| Irregular pay day..... | 1 | 1 | 100.0 | | | | | | | | |
| Violation of hours of labor..... | 1 | 1 | 100.0 | | | | | | | | |
| Maintenance of subcontracting..... | 1 | | | | | 1 | 100.0 | | | | |
| Claim for wages due..... | 1 | | | | | 1 | 100.0 | | | | |
| Failure to cooperate in proper organization of factory..... | 1 | 1 | 100.0 | | | | | | | | |
| Reduction of fixed prices..... | 1 | 1 | 100.0 | | | | | | | | |
| Total..... | 67 | 44 | 65.7 | | | 23 | 34.3 | | | | |

As shown in this table, the principal grievances were as follows: Violations of wage scale, 15; disputes in settlement of prices, 11; dual system of work, 5; unjustifiable discharge, 6; discrimination, 5;¹ improper settlement of prices, 4.

Three appeals were taken from the decisions of this committee. Two of these were appealed by the union; in both instances the decision of the committee on immediate action was sustained.²

The dispositions made by the committee were as follows: In favor of union, 44 cases, or 65.7 per cent; compromised, 23 cases, or 34.3 per cent. None of the cases adjusted by the committee were in favor of association, dropped, or withdrawn.

The following are the grievances in which the union was given 100 per cent of favorable decisions: Unjustifiable discharge, 6 cases; dis-

¹ It is difficult to see how, from the point of view of the jurisdiction of the wage scale of which the committee was a subsidiary organization, it could handle cases of unjustifiable discharge and discrimination, as these are under the jurisdiction of the board of grievances.

² Proceedings of board of arbitration, dress and waist industry, Nov. 8 and 9, 1913, pp. 275 and 283.

crimination, 5 cases; unequal division of work, 3 cases; violation of legal holiday, ill-treatment of employees, nonprotocol conditions, and miscellaneous, 2 cases each; and irregular pay day, violation of hours of labor, failure to cooperate in proper organization of factory, reduction of fixed prices, and nonunion help being preferred, 1 case each.

All of the complaints filed under the following classifications have been compromised: Noncompliance with decision, 2 cases; forced cessation of work, 1; maintenance of subcontracting, 1; claim for wages due, 1.

CASES ADJUSTED BY WAGE-SCALE BOARD.

De jure, all the cases adjudicated by the committee on immediate action were settled by its parent body, the wage-scale board. However, all these cases will be eliminated from this discussion. A total of 34 complaints, of 13 different classifications, were referred to and adjusted by this board, as shown in the following table:

DISPOSITION OF UNION CASES ADJUSTED BY WAGE-SCALE BOARD, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | | | | | | |
|---|--------|------------------------|-----------|--------------------------|-----------|---------------|-----------|----------|-----------|-------------|-----------|
| | | In favor of union. | | In favor of association. | | Com-promised. | | Dropped. | | With-drawn. | |
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Dispute in settlement of prices..... | 8 | 6 | 75.0 | 1 | 12.5 | 1 | 12.5 | | | | |
| Noncompliance with decision of authorities..... | 7 | 5 | 71.4 | 1 | 14.3 | 1 | 14.3 | | | | |
| Violation of wage scale..... | 6 | 5 | 83.3 | 1 | 16.7 | | | | | | |
| Violation of legal-holiday provision..... | 2 | 2 | 100.0 | | | | | | | | |
| Improper system of work..... | 2 | 1 | 50.0 | | | 1 | 50.0 | | | | |
| Claim for wages due..... | 2 | 1 | 50.0 | | | 1 | 50.0 | | | | |
| Dual system of work..... | 1 | 1 | 100.0 | | | | | | | | |
| Maintenance of subcontracting..... | 1 | 1 | 100.0 | | | | | | | | |
| Violation of hours of labor..... | 1 | 1 | 100.0 | | | | | | | | |
| Improper settlement of prices..... | 1 | 1 | 100.0 | | | | | | | | |
| Refusal to recognize price committee..... | 1 | 1 | 100.0 | | | | | | | | |
| Reduction of fixed prices..... | 1 | | | | | 1 | 100.0 | | | | |
| Failure to cooperate in proper organization of factory..... | 1 | 1 | 100.0 | | | | | | | | |
| Total..... | 34 | 26 | 76.5 | 3 | 8.8 | 5 | 14.7 | | | | |

The 34 cases adjusted by the board were disposed of as follows: In favor of union, 26, or 76.5 per cent; in favor of association, 3, or 8.8 per cent; compromised, 5, or 14.7 per cent. None of the cases referred to the board were dropped or withdrawn.

In the following classifications, the union secured favorable decisions of 100 per cent: Violation of legal holidays, 2 cases; dual system of work, maintenance of subcontracting, violations of hours of labor,

improper settlement of prices, refusal to recognize price committee, and failure to cooperate in proper organization of factory, 1 case each.

CASES ADJUSTED BY BOARD OF GRIEVANCES.

A total of 87 cases were referred to the board of grievances. Of these 85 were adjusted, as shown in the following table:¹

DISPOSITION OF UNION CASES ADJUSTED BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | | | | | | | | |
|---|--------|------------------------|-----------|--------------------------|-----------|--------------|-----------|----------|-----------|------------|-----------|-----------|-----------|
| | | In favor of union. | | In favor of association. | | Compromised. | | Dropped. | | Withdrawn. | | Deadlock. | |
| | | Num-ber. | Per cent. | Num-ber. | Per cent. | Num-ber. | Per cent. | Num-ber. | Per cent. | Num-ber. | Per cent. | Num-ber. | Per cent. |
| Discrimination..... | 21 | 17 | 81.0 | 1 | 4.8 | | | | | 1 | 4.8 | 2 | 9.5 |
| Nonprotocol conditions..... | 13 | 11 | 84.6 | | | 2 | 15.4 | | | | | | |
| Violation of legal holiday provision..... | 13 | 12 | 92.3 | | | 1 | 7.7 | | | | | | |
| Noncompliance with decision of authorities..... | 10 | 10 | 100.0 | | | | | | | | | | |
| Unjustifiable discharge..... | 8 | 7 | 87.5 | 1 | 12.5 | | | | | | | | |
| Miscellaneous..... | 3 | 2 | 66.7 | | | | | 1 | 33.3 | | | | |
| Payment by check..... | 3 | 3 | 100.0 | | | | | | | | | | |
| Nonunion help being preferred..... | 3 | 1 | 33.3 | | | 1 | 33.3 | | | 1 | 33.3 | | |
| Violation of hours of labor..... | 2 | 2 | 100.0 | | | | | | | | | | |
| Violation of wage scale..... | 2 | 2 | 100.0 | | | | | | | | | | |
| Illegal change of system of work..... | 1 | | | | | 1 | 100.0 | | | | | | |
| Refusal to recognize price committee..... | 1 | | | | | | | 1 | 100.0 | | | | |
| Maintenance of subcontracting..... | 1 | | | | | 1 | 100.0 | | | | | | |
| Discriminative outside contracting..... | 1 | 1 | 100.0 | | | | | | | | | | |
| Claim for wages due..... | 1 | | | | | | | 1 | 100.0 | | | | |
| Dispute in settlement of prices..... | 1 | 1 | 100.0 | | | | | | | | | | |
| Illtreatment of employees..... | 1 | 1 | 100.0 | | | | | | | | | | |
| Lockout..... | 1 | | | | | | | | | 1 | 100.0 | | |
| Unequal division of work..... | 1 | | | | | 1 | 100.0 | | | | | | |
| Total..... | 87 | 70 | 80.4 | 2 | 2.3 | 7 | 8.1 | 3 | 3.4 | 3 | 3.4 | 2 | 2.3 |

¹ Cases 2747 and 2805 are still pending before board of grievances. Cases 2431, 3356, 3357, 3358, and 3736, though to be found on the calendar of board of grievances have written on them the following disposition, "dropped by neglect."

The specific classifications of all of these grievances will be found in this table. Three-fourths of the cases were of the following classifications: Discrimination, 21 cases; nonprotocol conditions, 13 cases; violations of legal holidays, 13 cases; noncompliance with decisions, 10 cases; and unjustifiable discharge, 8 cases.

The nature of the disposition of the cases referred to the board of grievances was as follows: In favor of union, 70 cases or 80.4 per cent;

¹ In two cases the board of grievances could reach no decision (deadlocked). For analyses of issues involved in these, see special section entitled "Deadlock cases in board of grievances," pp. 89-91.

compromised, 7 or 8.1 per cent; dropped, 3 or 3.4 per cent; withdrawn, 3 or 3.4 per cent; in favor of association, 2 or 2.3 per cent, and no decision (deadlock), 2 or 2.3 per cent.¹

Neither the records of the association nor those of the union show any association cases which were adjusted by the board of grievances. Two union cases, however, were decided in favor of the association, viz, one complaint of discrimination and one of unjustifiable discharge.

The union secured from the board of grievances the following percentages of favorable decisions:

PER CENT OF FAVORABLE DECISIONS RENDERED IN UNION CASES ADJUSTED BY THE BOARD OF GRIEVANCES, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Per cent of favorable decisions. |
|---|----------------------------------|
| Discriminative outside contracting..... | 100.0 |
| Ill-treatment of employees..... | 100.0 |
| Payment by check..... | 100.0 |
| Violation of wage scale..... | 100.0 |
| Violation of hours of labor..... | 100.0 |
| Noncompliance with decision..... | 100.0 |
| Dispute in settlement of prices..... | 100.0 |
| Violation of legal holiday..... | 92.3 |
| Unjustifiable discharge..... | 87.5 |
| Nonprotocol conditions..... | 84.6 |
| Discrimination..... | 81.0 |
| Miscellaneous..... | 66.7 |
| Nonunion help being preferred..... | 33.3 |

The board apparently had no tendency to compromise cases in which the violations were definitely established. Of the total number of cases referred to it 82.7 per cent were decided either for the union or the association. Only 8.1 per cent of cases were compromised.

Of the cases referred to the board of grievances 6.8 per cent were dropped or withdrawn. The three cases dropped by the board were as follows: Claim for wages due, 1; refusal to recognize price committee, 1; and miscellaneous, 1. The general qualities of the work of this board will be discussed elsewhere.

DEADLOCK CASES IN BOARD OF GRIEVANCES.

The records show only two deadlock cases, Nos. 1869 and 3078, involving charges by the union of unjustifiable discharge and discrimination. Neither of these has been referred to the board of arbitration. As a matter of fact, the union officials claim that the establishment of fundamental principles with reference to specific problems is more important than an individual case here and there.

Case 1869 was not referred to the board of arbitration because the girls involved in it informed the chief clerk of the union that they

¹ Five cases, Nos. 2431, 3356, 3357, 3358, and 3736, though found on the calendar of the board of grievances, are marked "dropped by neglect."

would not return to the same place even if they were reinstated. The other case (3078) was subsequently partly adjusted. The discharged girls were reinstated; the board of grievances deadlocked specifically in the case of the shop chairman and the other two men discharged for alleged incompetency. Analyses of these two cases will be found below.

CASE No. 1869.

COMPLAINT BY: Union.

DATE OF COMPLAINT: May 3, 1913.

NATURE OF COMPLAINT:

Two workers, operators, employed by above firm, report that they were discharged for no apparent reason whatever.

ISSUES INVOLVED: Unjustifiable discharge.

CONTENTION OF THE UNION:

The two employees have been discharged previously because of the fact that both before, directly, and after the strike they exhibited marked union activity. The firm has been awaiting an excuse to discharge them since the time of the general strike.

CONTENTION OF THE ASSOCIATION:

The girls broke the discipline by forcibly opening the lock of the dressing room five or six minutes previous to the appointed time.

ABSTRACT OF FACTS ESTABLISHED:

The actual facts with reference to the forcible opening of the lock on the door were not thoroughly established. The girls claim that the lock was such that any kind of a "push" could readily open it. Upon inspection the door was found in good order and the lock was not broken. The spring was loose; the door apparently could be opened readily. The girls claim that they asked for the key but were refused. They then "just" opened the door. The employer stated that in his opinion the girls were doing "too much organizing," and that they wanted everybody in the shop to stop on May 1.

An investigation by a special committee appointed by the board of grievances established the fact that the girls were active union workers before and after the general strike of 1910.

DISPOSITION:

The deputy clerks could reach no decision. The matter was then, through the chief clerks, referred to the board of grievances. A special committee of the board of grievances, being unable to agree upon a verdict, referred the case back to the board of grievances for consideration. The board itself could reach no decision; it deadlocked.

DATE: May 20, 1913.

RECORD: Minutes of special meetings of board of grievances.

CASE No. 3078.

COMPLAINT BY: Union.

DATE OF COMPLAINT: August 23, 1913.

NATURE OF COMPLAINT:

Mr. S., the chairman of the shop, reports that the factory of the above firm had been closed for about five weeks on account of lack of work. Recently the factory had been reopened, but he was informed that he will not be reemployed on the ground that the firm did not care to reemploy a man.

ISSUES INVOLVED:

1. Discrimination against worker for union activity.
2. Avowed declaration of the firm that it wants to replace male labor by female.

CONTENTION OF THE UNION:

The union denies the claim of the firm that the shop chairman in question is incompetent. "His work up to yesterday was satisfactory, for we had no complaint." The union maintains that there is no legal ground for the insistence of the association that men can be replaced by women without the consent of the union.

The union denies contention of the association that it (the union) authorized the calling of a strike in the shop of the firm. The organization simply can not control the workers of the shop in view of the fact that the firm, by its discharges, caused the great provocation.

CONTENTION OF THE ASSOCIATION:

1. The work of the shop chairman is unsatisfactory; he is incompetent.
2. The manufacturer has a perfect right to replace men by women.
3. The manufacturer will take back all the union people as soon as there is enough work for them.
4. The whole controversy resulted in a stoppage of work, which is a direct violation of the protocol.
5. Firm denies discrimination against men in general. The discharged men and women were incompetent.

ABSTRACT OF FACTS ESTABLISHED:

Stoppage of work took place. The firm did tell two male operators to come back to work. The report of the union clerk who investigated the case gives the following facts:

"Shop chairman told me privately when he left the firm's office that he had many controversies with the firm in regard to prices, but he stated the contrary, believing that it will do good for the case. Shop chairman, Mr. S., claims that firm stated to two operators, men, that on account of Mr. S. he is going to get rid of them too.

"The people of the shop held a meeting on Saturday, August 10, where they decided not to go to work. They even elected a picketing committee for Monday morning. I instructed the shop chairman not to allow any pickets, as it would not do us any good. I also was informed that two male operators were told to come on Wednesday to work. I advised them to go up, but to inform Mr. Z. immediately about it."

DISPOSITION:

The deputy clerks being unable to agree upon a disposition, the case, through the chief clerks, was referred to the board of grievances. The board made an investigation on the premises in the presence of the owners, forelady, shop chairman, and price committee of the shop.

DATE: February 5, 1914.

RECORD:

FREQUENCY OF UNION COMPLAINTS.

The following table shows the number of firms against which each classified number of union complaints were filed:

MEMBERS OF THE MANUFACTURERS' ASSOCIATION AGAINST WHICH EACH CLASSIFIED NUMBER OF COMPLAINTS WERE FILED BY THE UNION.

| Number of grievances filed. | Number of firms. |
|-----------------------------|------------------|
| 1-10..... | 143 |
| 11-25..... | 135 |
| 26-50..... | 42 |
| 50 or over..... | 7 |

Seven firms had 50 or more complaints filed against each one of them while 42, or six times as many firms had from 26 to 50; 135 had from 11 to 25 complaints filed against each one of them; from 1 to 10 complaints were filed by the union against 143 firms.

The following table shows the number of complaints filed by the union, by months, and the relative number from month to month expressed in terms of the month of February, which is taken to equal 100 per cent. The object of this table is twofold: (a) To reveal correlation between the number of complaints filed and the dull and busy seasons of the year; (b) to find out the tendency of grievances to increase or decrease.

With reference to (a), no correlation, apparently, has as yet appeared. Unlike the cloak industry, where there is an indirect correlation between the two phenomena (that is, the busier the season, the smaller the number of complaints),¹ the tendency for complaints to increase or decrease in the dress and waist industry seems to be entirely independent of the season of the year.

Apparently the entire scheme is as yet too new. The protocol of the dress and waist industry is only 11 months old. Too many circumstantial factors prevent the situation from "normalizing" itself. Results in the cloak industry were based upon a period of almost three years.

The total number of complaints during the first 11 months has been rather high. Including association cases, the total number of complaints was 4,977, an average of about 450 complaints per month.

COMPLAINTS FILED BY THE UNION FROM JAN. 18, 1913, TO JAN. 1, 1914, BY MONTHS.

| Month. | Number of complaints. | Per cent in terms of number in February. | Average number for 3 months' period. | Per cent in terms of average number for first 3 months. |
|------------------------|-----------------------|--|--------------------------------------|---|
| Jan. 18 to Feb. 1..... | 115 | 100.0 | 504 | 100.0 |
| February..... | 599 | 521.7 | | |
| March..... | 623 | 541.7 | | |
| April..... | 509 | 442.6 | 470 | 93.2 |
| May..... | 525 | 456.5 | | |
| June..... | 375 | 327.8 | | |
| July..... | 287 | 250.4 | 344 | 68.3 |
| August..... | 374 | 325.2 | | |
| September..... | 372 | 323.5 | | |
| October..... | 278 | 241.7 | 247 | 49.0 |
| November..... | 227 | 197.3 | | |
| December..... | 237 | 205.2 | | |
| Total..... | 14,521 | | | |

¹ 46 of these were subsequently annulled and 3 were settled by good offices; this reduced the actual number of cases to 4,472.

Figured in percentages of the first full month, February, 1913, the general tendency for union complaints has been to decrease materially from month to month.

¹ See Bulletin of the United States Bureau of Labor Statistics, No. 144, p. 21.

Figured in terms of the average for the first period of three months,¹ the tendency is shown for complaints to decrease materially.

CASES GROUPED ACCORDING TO NATURE OF DISPOSITION.

The object of the following tabulations is to show clearly the kinds of grievances that were disposed of by the different agencies in specific ways, such as in favor of the union, in favor of the association, compromised, dropped, and withdrawn.

This is more or less important, in view of the fact that the disposition of a grievance indicates to a greater or less extent the precise gravity of it; that is, whether a certain grievance is a "crime" (a definite violation of the agreement) or a mere adjustment called for in the interest of peace and amicable relations of the parties to the protocol.

According to the nature of disposition, the distribution of the cases filed by the union was as shown in the following table:

NATURE OF DISPOSITION OF CASES FILED BY THE UNION, BY THE VARIOUS ADJUSTMENT AGENCIES OF THE INDUSTRY.

| Disposition. | Disposed of by— | | | | | Total cases. | |
|--|------------------------|------------------|---|--------------------------|---------------------------------|---------------------|--------------------------|
| | Dep- uty clerks. | Chief clerks. | Com- mittee on im- me- diate action. | Wage- scale board. | Board of griev- ances. | Num- ber. | Per cent of total. |
| Favor of union..... | 2, 116 | 301 | 44 | 26 | 70 | 2, 557 | 62.2 |
| Favor of association..... | 349 | 17 | ----- | 3 | 2 | 371 | 9.0 |
| Compromised..... | 338 | 62 | 23 | 5 | 7 | 435 | 10.6 |
| Dropped..... | 339 | 173 | ----- | ----- | 3 | 515 | 12.5 |
| Withdrawn..... | 180 | 47 | ----- | ----- | 3 | 230 | 5.6 |
| Deadlocked by board of grievances..... | ----- | ----- | ----- | ----- | 2 | 2 | (¹) |
| Total..... | 3, 322 | 600 | 67 | 34 | 87 | ² 4, 110 | 100.0 |

¹ Less than one-tenth of 1 per cent.

² 362 cases are still pending settlement, 46 were found marked "Void," and 3 were marked "Settled by good offices," making a total of 4,521.

According to this table, 62.2 per cent of the cases were decided in favor of the union, 12.5 per cent were dropped by mutual consent, 10.6 per cent were compromised, 9 per cent were decided in favor of the association, and 5.6 per cent were withdrawn by the union.

Two of the cases filed by the union and subsequently referred to the board of grievances for adjustment have not as yet been disposed of, as the board deadlocked on their disposition; 326 union cases are still pending settlement; 3 cases were disposed of by the "good offices" of the association.

¹ The number of complaints for January, 1913, was estimated on the basis of the complaints received between Jan. 18 and Feb. 1. The 115 complaints were filed in January, 1913, and settled between the 29th and 31st of the month. Complaints are known to have been filed and adjusted between the 19th and 29th, but no records of such were found.

This table also shows the relative numerical part of each disposition group that was settled by each of the agencies of adjustment. A detailed discussion of the latter is to be found elsewhere.

CASES SETTLED IN FAVOR OF THE UNION.

The following table, relating only to cases filed by the union and settled in favor of the union, shows for each class of grievances the number and per cent of cases adjusted by each of the various agencies provided under the protocol:

DISTRIBUTION ACCORDING TO AGENCY ADJUSTING THEM, OF UNION GRIEVANCES SETTLED IN FAVOR OF THE UNION, BY NATURE OF GRIEVANCES.

| Nature of grievance. | Total by all agencies. | Deputy clerks. | | Chief clerks. | | Committee on immediate action. | | Wage-scale board. | | Board of grievances. | |
|--|------------------------|----------------|-----------|---------------|-----------|--------------------------------|-----------|-------------------|-----------|----------------------|-----------|
| | | Number. | Per cent. | Number. | Per cent. | Number. | Per cent. | Number. | Per cent. | Number. | Per cent. |
| Dispute on settlement of prices . . . | 75 | 56 | 74.7 | 9 | 12.0 | 3 | 4.0 | 6 | 8.0 | 1 | 1.3 |
| Unequal division of work | 238 | 222 | 93.3 | 13 | 5.5 | 3 | 1.3 | ..... | ..... | ..... | ..... |
| Unjustifiable discharge | 157 | 125 | 79.6 | 19 | 12.1 | 6 | 3.8 | ..... | ..... | 7 | 4.5 |
| Nonunion help being preferred . . . | 162 | 145 | 89.5 | 15 | 9.3 | 1 | .6 | ..... | ..... | 1 | .6 |
| Violation of wage scale | 283 | 243 | 85.9 | 23 | 8.1 | 10 | 3.5 | 5 | 1.8 | 2 | .7 |
| Improper settlement of prices | 159 | 152 | 95.6 | 4 | 2.5 | 2 | 1.3 | 1 | .6 | ..... | ..... |
| Discrimination | 157 | 108 | 68.8 | 27 | 17.2 | 5 | 3.2 | ..... | ..... | 17 | 10.8 |
| Noncompliance with decision of authorities | 211 | 143 | 67.8 | 53 | 25.1 | ..... | ..... | 5 | 2.4 | 10 | 4.7 |
| Failure to cooperate in proper organization of factory | 101 | 91 | 90.1 | 8 | 7.9 | 1 | 1.0 | 1 | 1.0 | ..... | ..... |
| Claim for wages due | 101 | 90 | 89.1 | 10 | 9.9 | ..... | ..... | 1 | 1.0 | ..... | ..... |
| Nonprotocol conditions | 102 | 79 | 77.5 | 10 | 9.8 | 2 | 2.0 | ..... | ..... | 11 | 10.8 |
| Ill-treatment of employees | 125 | 104 | 83.2 | 18 | 14.4 | 2 | 1.6 | ..... | ..... | 1 | .8 |
| Reduction of fixed prices | 91 | 78 | 85.7 | 12 | 13.2 | 1 | 1.1 | ..... | ..... | ..... | ..... |
| Dual system of work | 99 | 81 | 81.8 | 15 | 15.2 | 2 | 2.0 | 1 | 1.0 | ..... | ..... |
| Violation of hours of labor | 79 | 63 | 79.7 | 12 | 15.2 | 1 | 1.3 | 1 | 1.3 | 2 | 2.5 |
| Refusal to recognize price committee | 67 | 65 | 97.0 | 1 | 1.5 | ..... | ..... | 1 | 1.5 | ..... | ..... |
| Discriminative outside contracting . | 46 | 40 | 87.0 | 5 | 10.9 | ..... | ..... | ..... | ..... | 1 | 2.2 |
| Maintenance of subcontracting . . . | 60 | 47 | 78.3 | 12 | 20.0 | ..... | ..... | 1 | 1.7 | ..... | ..... |
| Violation of legal holiday provisions | 65 | 39 | 60.0 | 10 | 15.4 | 2 | 3.1 | 2 | 3.1 | 12 | 18.5 |
| Illegal change of system of work . . | 29 | 25 | 86.2 | 4 | 13.8 | ..... | ..... | ..... | ..... | ..... | ..... |
| Miscellaneous | 39 | 27 | 69.2 | 8 | 20.5 | 2 | 5.1 | ..... | ..... | 2 | 5.1 |
| Improper system of work | 23 | 22 | 95.7 | ..... | ..... | ..... | ..... | 1 | 4.3 | ..... | ..... |
| Nondelivery of communications . . . | 33 | 31 | 93.9 | 2 | 6.1 | ..... | ..... | ..... | ..... | ..... | ..... |
| Work done in tenement houses . . . | 15 | 13 | 86.7 | 2 | 13.3 | ..... | ..... | ..... | ..... | ..... | ..... |
| Ill-treatment of representatives of the union | 8 | 5 | 62.5 | 3 | 37.5 | ..... | ..... | ..... | ..... | ..... | ..... |
| Irregular pay day | 12 | 10 | 83.3 | 1 | 8.3 | ..... | ..... | ..... | ..... | ..... | ..... |
| Forced cessation of work | 8 | 6 | 75.0 | 2 | 25.0 | ..... | ..... | ..... | ..... | ..... | ..... |
| Payment by check | 8 | 5 | 62.5 | ..... | ..... | ..... | ..... | ..... | ..... | 3 | 37.5 |
| Lockout | 3 | ..... | ..... | 3 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... |
| Insanitary conditions | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Total | 2,557 | 2,116 | 82.8 | 302 | 11.8 | 44 | 1.7 | 26 | 1 | 70 | 2.7 |

Of the grievances decided in favor of the union violation of wage scale involved the largest number of cases. There were 283 favorable decisions in this grievance group, and of these 243, or 85.9 per cent, were made on the premises of the firm by the deputy clerks. The next largest item of complaint among cases settled in favor of the union was unequal division of work, 238 of such complaints having been decided in favor of the complainant; 93.3 per cent of these were adjusted on the premises by the deputy clerks. The third largest item of complaint was noncompliance with decisions, 67.8 per cent of these having been adjusted by the deputy clerks.

A total of 2,557 cases, 62.2 per cent of the total number of cases filed, were found in this disposition group. By agencies of adjustment, these decisions were made as follows: Deputy clerks, 82.8 per cent; chief clerks, 11.8 per cent; committee on immediate action, 1.7 per cent; wage-scale board, 1 per cent; board of grievances, 2.7 per cent.

CASES SETTLED IN FAVOR OF THE ASSOCIATION.

The number and per cent of cases adjusted by each of the various agencies under the protocol are shown in the following table for the various classes of grievances filed by the union and settled in favor of the association:

DISTRIBUTION ACCORDING TO AGENCY ADJUSTING THEM, OF UNION GRIEVANCES SETTLED IN FAVOR OF THE ASSOCIATION, BY NATURE OF GRIEVANCES.

| Nature of grievance. | Total by all agencies. | Deputy clerks. | | Chief clerks. | | Committee on immediate action. | | Wage-scale board. | | Board of grievances. | |
|---|------------------------|----------------|-----------|---------------|-----------|--------------------------------|-----------|-------------------|-----------|----------------------|-----------|
| | | Num-ber. | Per cent. | Num-ber. | Per cent. | Num-ber. | Per cent. | Num-ber. | Per cent. | Num-ber. | Per cent. |
| Dispute on settlement of prices... | 16 | 13 | 81.3 | 2 | 12.5 | | | 1 | 6.3 | | |
| Unequal division of work..... | 27 | 27 | 100.0 | | | | | | | | |
| Violation of wage scale..... | 29 | 26 | 89.7 | 2 | 6.9 | | | 1 | 3.4 | | |
| Unjustifiable discharge..... | 27 | 26 | 96.3 | | | | | | | 1 | 3.7 |
| Nonunion help being preferred..... | 16 | 16 | 100.0 | | | | | | | | |
| Improper settlement of prices..... | 11 | 9 | 81.8 | 2 | 18.2 | | | | | | |
| Discrimination..... | 34 | 31 | 91.2 | 2 | 5.9 | | | | | 1 | 2.9 |
| Noncompliance with decision of authorities..... | 5 | 4 | 80.0 | | | | | 1 | 20.0 | | |
| Illtreatment of employees..... | 25 | 24 | 96.0 | 1 | 4.0 | | | | | | |
| Failure to cooperate with proper organization of factory..... | 22 | 22 | 100.0 | | | | | | | | |
| Claim for wages due..... | 10 | 10 | 100.0 | | | | | | | | |
| Nonprotocol conditions..... | 21 | 19 | 90.5 | 2 | 9.5 | | | | | | |
| Reduction of fixed prices..... | 10 | 10 | 100.0 | | | | | | | | |
| Dual system of work..... | 10 | 9 | 90.0 | 1 | 10.0 | | | | | | |
| Violation of hours of labor..... | 21 | 20 | 95.2 | 1 | 4.8 | | | | | | |
| Refusal to recognize price committee..... | 17 | 17 | 100.0 | | | | | | | | |
| Discriminative outside contracting..... | 27 | 25 | 92.6 | 2 | 7.4 | | | | | | |
| Maintenance of subcontracting..... | 20 | 19 | 95.0 | 1 | 5.0 | | | | | | |
| Violation of legal holiday provisions..... | 7 | 7 | 100.0 | | | | | | | | |
| Illegal change of system of work..... | 4 | 4 | 100.0 | | | | | | | | |
| Miscellaneous..... | 3 | 3 | 100.0 | | | | | | | | |
| Improper system of work..... | 5 | 5 | 100.0 | | | | | | | | |
| Nondelivery of communications..... | | | | | | | | | | | |
| Work done in tenement houses..... | 3 | 3 | 100.0 | | | | | | | | |
| Illtreatment of representatives of the union..... | | | | | | | | | | | |
| Irregular pay day..... | | | | | | | | | | | |
| Forced cessation of work..... | | | | | | | | | | | |
| Payment by check..... | | | | | | | | | | | |
| Lockout..... | 1 | | | 1 | 100.0 | | | | | | |
| Insanitary conditions..... | | | | | | | | | | | |
| Total..... | 371 | 349 | 94.1 | 17 | 4.6 | | | 3 | .8 | 2 | .5 |

As all of the complaints in this tabulation were filed by the union, this group represents a series of union cases that met with absolute "defeat"; that is, were not substantiated. The position of the firm was found to be in strict accordance with law and precedent.

The principal losses of the union, as shown in this table, were 34 cases of discrimination, 29 cases of violation of wage scale, 27 cases of unequal division of work, 27 cases of unjustifiable discharge,

27 cases involving complaints of discriminative outside contracting, 25 cases of illtreatment of employees, and 22 cases involving complaints of failure to cooperate with the proper organization of the factory.

The total number of union cases decided in favor of the association was 371, or 9 per cent of the total number filed by the union.¹

COMPROMISED CASES.²

Cases filed by the union and resulting in compromise are presented in the following table according to the number and per cent adjusted by each specified agency:

DISTRIBUTION ACCORDING TO AGENCY ADJUSTING THEM OF UNION GRIEVANCES COMPROMISED, BY NATURE OF GRIEVANCES.

| Nature of grievance. | Total by all agencies. | Deputy clerks. | | Chief clerks. | | Committee on immediate action. | | Wage-scale board. | | Board of grievances. | |
|---|------------------------|----------------|-----------|---------------|-----------|--------------------------------|-----------|-------------------|-----------|----------------------|-----------|
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Dispute on settlement of prices... | 277 | 225 | 81.2 | 43 | 15.5 | 8 | 2.9 | 1 | 0.4 | | |
| Unequal division of work..... | 13 | 9 | 69.2 | 3 | 23.1 | | | | | 1 | 7.7 |
| Violation of wage scale..... | 15 | 9 | 60.0 | 1 | 6.7 | 5 | 33.3 | | | | |
| Unjustifiable discharge..... | 21 | 18 | 85.7 | 3 | 14.3 | | | | | | |
| Nonunion help being preferred..... | 11 | 10 | 90.9 | | | | | | | 1 | 9.1 |
| Improper settlement of prices..... | 30 | 27 | 90.0 | 1 | 3.3 | 2 | 6.7 | | | | |
| Discrimination..... | 9 | 6 | 66.7 | 3 | 33.3 | | | | | | |
| Noncompliance with decision of authorities..... | 6 | 2 | 33.3 | 1 | 16.7 | 2 | 33.3 | 1 | 16.7 | | |
| Illtreatment of employees..... | 7 | 5 | 71.4 | 2 | 28.6 | | | | | | |
| Failure to cooperate in proper organization of factory..... | 1 | 1 | 100.0 | | | | | | | | |
| Claim for wages due..... | 9 | 7 | 77.8 | | | 1 | 11.1 | 1 | 11.1 | | |
| Nonprotocol conditions..... | 2 | | | | | | | | | 2 | 100.0 |
| Reduction of fixed prices..... | 9 | 8 | 88.9 | 1 | 11.1 | | | | | | |
| Dual system of work..... | 6 | 1 | 16.7 | 1 | 16.7 | 3 | 50.0 | 1 | 16.7 | | |
| Violation of hours of labor..... | | | | | | | | | | | |
| Refusal to recognize price committee..... | 4 | 4 | 100.0 | | | | | | | | |
| Discriminative outside contracting..... | 2 | 2 | 100.0 | | | | | | | | |
| Maintenance of subcontracting..... | 2 | | | | | 1 | 50.5 | | | 1 | 50.0 |
| Violation of legal holiday provision..... | 1 | | | | | | | | | 1 | 100.0 |
| Illegal change of system of work..... | 3 | 1 | 33.3 | 1 | 33.3 | | | | | 1 | 33.3 |
| Miscellaneous..... | 2 | 1 | 50.0 | 1 | 50.0 | | | | | | |
| Improper system of work..... | 3 | 2 | 66.7 | | | | | 1 | 33.3 | | |
| Nondelivery of communication..... | | | | | | | | | | | |
| Work done in tenement houses..... | | | | | | | | | | | |
| Illtreatment of representatives of the union..... | | | | | | | | | | | |
| Irregular pay day..... | | | | | | | | | | | |
| Forced cessation of work..... | 1 | | | | | 1 | 100.0 | | | | |
| Payment by check..... | | | | | | | | | | | |
| Lockout..... | 1 | | | 1 | 100.0 | | | | | | |
| Insanitary conditions..... | | | | | | | | | | | |
| Total..... | 435 | 338 | 77.7 | 62 | 14.3 | 23 | 5.3 | 5 | 1.1 | 7 | 1.6 |

The largest single item in this disposition group is dispute in settlement of prices; 64 per cent of all the union cases compromised were of this classification. This fact illustrates very clearly the nature of the grievance. It is not a violation of any of the provisions of the agreement; it is merely a difference of opinion over what the fair price for the making of a specific garment should be.

¹ The number of cases filed by the association and decided in favor of the union was only 6.8 per cent of the total filed by the association.

² Compromised cases are those in which the investigation showed a dispute of some kind in which the position of neither of the parties was wholly sustained.

It thus admits of one disposition only, namely, an adjustment or compromise.¹

A total of 435 union cases were compromised. By agencies of adjustment the percentages are as follows: Deputy clerks, 77.7 per cent; chief clerks, 14.3 per cent; committee on immediate action, 5.3 per cent; wage-scale board, 1.1 per cent; board of grievances, 1.6 per cent.

It is rather interesting to note that the committee on immediate action, though having handled only 1.6 per cent of the total number of cases filed, adjusted 5.3 per cent of this disposition group.

DROPPED CASES.

In the following table are shown for cases filed by the union and "dropped," the number and per cent adjusted by each specified agency. The cases are classified according to the nature of the grievances.

DISTRIBUTION ACCORDING TO AGENCY ADJUSTING THEM OF UNION GRIEVANCES DROPPED, BY NATURE OF GRIEVANCES.

| Nature of grievance. | Total by all agencies. | Deputy clerks. | | Chief clerks. | | Committee immediate action. | | Wage-scale board. | | Board of grievances. | |
|---|------------------------|----------------|-----------|---------------|-----------|-----------------------------|-----------|-------------------|-----------|----------------------|-----------|
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Dispute in settlement of prices.... | 43 | 37 | 86.0 | 6 | 14.0 | | | | | | |
| Unequal division of work..... | 56 | 49 | 87.5 | 7 | 12.5 | | | | | | |
| Violation of wage scale..... | 32 | 16 | 50.0 | 16 | 50.0 | | | | | | |
| Unjustifiable discharge..... | 81 | 50 | 61.7 | 31 | 38.3 | | | | | | |
| Nonunion help being preferred..... | 32 | 26 | 81.3 | 6 | 18.8 | | | | | | |
| Improper settlement of prices..... | 26 | 20 | 76.9 | 6 | 23.1 | | | | | | |
| Discrimination..... | 58 | 19 | 32.8 | 39 | 67.2 | | | | | | |
| Noncompliance with decision of authorities..... | 9 | 5 | 55.6 | 4 | 44.4 | | | | | | |
| Illtreatment of employees..... | 31 | 20 | 64.5 | 11 | 35.5 | | | | | | |
| Failure to cooperate in proper organization of factory..... | 14 | 8 | 57.1 | 6 | 42.9 | | | | | | |
| Claim for wages due..... | 17 | 13 | 76.5 | 3 | 17.6 | | | | | 1 | 5.9 |
| Nonprotocol conditions..... | 14 | 7 | 50.0 | 7 | 50.0 | | | | | | |
| Reduction of fixed prices..... | 12 | 8 | 66.7 | 4 | 33.3 | | | | | | |
| Dual system of work..... | 13 | 11 | 84.6 | 2 | 15.4 | | | | | | |
| Violation of hours of labor..... | 5 | 4 | 80.0 | 1 | 20.0 | | | | | | |
| Refusal to recognize price committee..... | 6 | 5 | 83.3 | | | | | | | 1 | 16.7 |
| Discriminative outside contracting..... | 25 | 17 | 68.0 | 8 | 32.0 | | | | | | |
| Maintenance of subcontracting..... | 14 | 9 | 64.3 | 5 | 35.7 | | | | | | |
| Violation of legal holiday provisions..... | 2 | 1 | 50.0 | 1 | 50.0 | | | | | | |
| Illegal change of system of work..... | 4 | 3 | 75.0 | 1 | 25.0 | | | | | | |
| Miscellaneous..... | 5 | 2 | 40.0 | 2 | 40.0 | | | | | 1 | 20.0 |
| Improper system of work..... | 7 | 6 | 85.7 | 1 | 14.3 | | | | | | |
| Nondelivery of communications..... | 1 | | | 1 | 100.0 | | | | | | |
| Work done in tenement houses..... | 3 | 1 | 33.3 | 2 | 66.7 | | | | | | |
| Illtreatment of representative of the union..... | | | | | | | | | | | |
| Irregular pay day..... | | | | | | | | | | | |
| Forced cessation of work..... | | | | | | | | | | | |
| Payment by check..... | | | | | | | | | | | |
| Lockout..... | 5 | 2 | 40.0 | 3 | 60.0 | | | | | | |
| Insanitary conditions..... | | | | | | | | | | | |
| Total..... | 515 | 339 | 65.8 | 173 | 33.6 | | | | | 3 | .6 |

¹ That the above given interpretation of this grievance is in accordance with matters as they are can be seen from the fact that the classification of union grievances, as shown on p. 76 contains a special class of grievances that involve more than a mere difference of opinion in the settlement of prices. It is called "Improper settlement of prices." Seventy per cent of these were decided in favor of the union.

This disposition group comprises 515 cases, 12.5 per cent of the total number of cases filed by the union and adjusted. The principal items of this disposition group were: Unjustifiable discharge, 81; discrimination, 58; unequal division of work, 56; dispute in settlement of prices, 43; violation of wage scale and nonunion help being preferred, 32 each.

By agencies of adjustment the distribution of this group was as follows: Dropped by deputy clerks, 65.8 per cent; chief clerks, 33.6 per cent; board of grievances, 0.6 per cent. None of the cases referred to the committee on immediate action or to the wage-scale board were dropped.

Under ordinary circumstances, as shown on page 52, cases are marked "dropped" in the following instances: (a) Where the firm and employees came to an understanding before the arrival of the clerks; (b) where the nature of the complaint was too trivial to further investigate it; (c) when complainant does not press for further investigation; and (d) when investigation shows that complaint arose because of disputes between employees in which the firm was in no way involved.

All of these rules are readily applicable to cases in the preliminary stages of investigation, at the time that the deputy clerks appear. These rules, however, can hardly be said to apply to cases that reach the attention of the chief clerks. The very fact that they were referred to the chief clerks indicates that the grievances complained of are not trivial or mere disputes between employers and employees. And yet the records show that 33.6 per cent of the total number of union cases that were dropped were disposed of by the chief clerks.

As a matter of fact there are two varieties of dropped cases, cases "dropped" and cases "dropped by neglect." Frequently it happens that the rush of complaints is so great and the number referred to the chief clerks is so high that many of these go astray, that is, are neglected. When the time of systematization of the records—the "signing up of cases," as it is technically called—arrives, such cases are marked "dropped by neglect."

The bulk of the 173 cases dropped by the chief clerks were of this kind. Over 100 of these 173 cases were signed up "dropped by neglect" in one week. These cases, though as yet not disposed of, were actually dead. The classification of the dropped cases can be seen in column 1 of this table.

These "dropped by neglect" cases caused great dissatisfaction within the membership of the union. This dissatisfaction resulted in a demand made by the union for the creation of a committee on immediate action, to be presided over by an impartial salaried chairman, for the adjustment of cases that call for immediate adjudication, an institution like the one created by the board of arbitration

in the cloak industry, as described on page 73 of Bulletin of the Bureau of Labor Statistics, No. 144.

WITHDRAWN CASES.

Union cases settled by being withdrawn are shown in the following table according to the number and per cent adjusted by each specified agency:

DISTRIBUTION ACCORDING TO AGENCY ADJUSTING THEM OF UNION GRIEVANCES WITHDRAWN, BY NATURE OF GRIEVANCES.

| Nature of grievance. | Total by all agencies. | Deputy clerks. | | Chief clerks. | | Committee immediate action. | | Wage-scale board. | | Board of grievances. | |
|---|------------------------|----------------|-----------|---------------|-----------|-----------------------------|-----------|-------------------|-----------|----------------------|-----------|
| | | Number. | Per cent. | Number. | Per cent. | Number. | Per cent. | Number. | Per cent. | Number. | Per cent. |
| Dispute in settlement of prices.... | 12 | 10 | 83.3 | 2 | 16.7 | | | | | | |
| Unequal division of work..... | 35 | 33 | 94.3 | 2 | 5.7 | | | | | | |
| Violation of wage scale..... | 14 | 9 | 64.3 | 5 | 35.7 | | | | | | |
| Unjustifiable discharge..... | 33 | 29 | 87.9 | 4 | 12.1 | | | | | | |
| Nonunion help being preferred..... | 23 | 19 | 82.6 | 3 | 13.0 | | | | | 1 | 4.3 |
| Improper settlement of prices..... | 11 | 9 | 81.8 | 2 | 18.2 | | | | | | |
| Discrimination..... | 29 | 20 | 69.0 | 8 | 27.6 | | | | | 1 | 3.4 |
| Noncompliance with decision of authorities..... | 8 | 4 | 50.0 | 4 | 50.0 | | | | | | |
| Ill-treatment of employees..... | 10 | 9 | 90.0 | 1 | 10.0 | | | | | | |
| Failure to cooperate in proper organization of factory..... | 6 | 4 | 66.7 | 2 | 33.3 | | | | | | |
| Claim for wages due..... | 4 | 3 | 75.0 | 1 | 25.0 | | | | | | |
| Nonprotocol condition..... | 5 | 5 | 100.0 | | | | | | | | |
| Reduction of fixed prices..... | 9 | 7 | 77.8 | 2 | 22.2 | | | | | | |
| Dual system of work..... | 3 | 2 | 66.7 | 1 | 33.3 | | | | | | |
| Violation of hours of labor..... | 3 | 3 | 100.0 | | | | | | | | |
| Refusal to recognize price committee..... | 4 | 4 | 100.0 | | | | | | | | |
| Discriminative outside contracting..... | 7 | 4 | 57.1 | 3 | 42.9 | | | | | | |
| Maintenance of subcontracting..... | 1 | 1 | 100.0 | | | | | | | | |
| Violation of legal holiday provisions..... | 3 | 3 | 100.0 | | | | | | | | |
| Illegal change of system of work..... | 5 | 2 | 40.0 | 3 | 60.0 | | | | | | |
| Miscellaneous..... | 1 | | | 1 | 100.0 | | | | | | |
| Nondelivery of communications..... | 1 | | | 1 | 100.0 | | | | | | |
| Improper system of work..... | 1 | | | 1 | 100.0 | | | | | | |
| Irregular pay day..... | 1 | | | 1 | 100.0 | | | | | | |
| Lockout..... | 1 | | | | | | | | | 1 | 100.0 |
| Total..... | 230 | 180 | 78.3 | 47 | 20.4 | | | | | 3 | 1.3 |

A total of 230 cases, or 5.6 per cent of the total union cases adjusted, were withdrawn by the complainant. Over 98 per cent of these withdrawals were made before the cases reached any of the industrial courts of the trade; 1.3 per cent were withdrawn from the board of grievances; 78.3 per cent of the total number were withdrawn, in the very first stage of investigation, from the deputy clerks.

MAJOR GRIEVANCES FILED BY THE UNION.

NATURE OF COMPLAINTS.

In the table following is shown for each of the 10 major grievances complained of by the union the number of cases filed, and the per cent these were of the total number of union cases.

MAJOR GRIEVANCES COMPLAINED OF BY THE UNION AND PER CENT THESE WERE OF TOTAL UNION CASES FILED.

| Nature of grievance. | Number of cases filed. | Per cent of total (4,472). |
|---------------------------------------|------------------------|----------------------------|
| Dispute in settlement of prices..... | 446 | 10.0 |
| Inequitable distribution of work..... | 395 | 8.8 |
| Violation of wage scale..... | 394 | 8.8 |
| Unjustifiable discharge..... | 342 | 7.6 |
| Discrimination..... | 321 | 7.2 |
| Noncompliance with decisions..... | 277 | 6.2 |
| Nonunion help being preferred..... | 272 | 6.1 |
| Improper settlement of prices..... | 253 | 5.7 |
| Ill-treatment of employees..... | 215 | 4.8 |
| Nonprotocol conditions..... | 157 | 3.5 |
| Total..... | 3,072 | 68.7 |

The grievance most frequently complained of by the union was dispute in settlement of prices, 446 cases, or 10 per cent of the total number of grievances filed, being of this kind. This was to be expected, in view of the predominance of the piecework system throughout the dress and waist industry. The protocol specifies that no cessation of work shall take place while disputes in settlement of prices are pending. In cases of inability of the parties to agree upon prices the matter is submitted to the wage-scale board. The decision of the board is final. However, according to the protocol, every effort must be made by the parties to agree upon the specific prices before the work on garments begins.

As the industry is highly seasonal and garments have to be delivered on dates definitely specified, an interruption of work for a very short time may cause great losses in profits to the manufacturer. Thus, the strategic position of the workers is such that the settling of prices before the work begins is of great advantage to them. The employer, in such cases, is likely to give better prices.

The employer's interest, however, for reasons apparent, requires that the work begin immediately and that prices be settled afterwards. The records show that in many instances there evidently was little desire on the part of the manufacturer to settle prices. In such cases it is the policy of the union to file immediately complaints of dispute in the settlement of prices. The clerks of the wage-scale board are thus brought into the situation; they are called upon to settle the prices.

Of course, there would be no necessity for such a cumbersome procedure to exist if there were objective standards of measurement by which to determine exactly how much labor the making of a specific garment involves. As yet no such standardization of processes has been made.¹

¹ The investigation bureau of the wage-scale board is at the present moment attempting to solve this problem.

Another of the grievances complained of frequently by the union is violation of wage scale; that is, week workers are paid less than the minimum scale stipulated by the agreement. Of the total number of cases filed by the union 395, or 8.8 per cent, were of this nature. So far as adjusted, 76 per cent of these cases have been sustained in favor of the union.

Of the union complaints 6.2 per cent were of failure on the part of members of the association to carry out adjustments made by proper authorities. This figure is rather interesting, in view of the fact that the percentage of similar complaints in the association cases is only 0.4 per cent of the total number of the cases filed.

Of the cases filed by the union, 6.1 per cent were of violation of the preferential union-shop clause.

FAVORABLE DECISIONS SECURED.

The preceding table showed the per cent that the various major grievances of the union were of the total union cases filed, according to nature of grievance. The following table and the accompanying chart, by showing the per cent of grievances of each specific classification settled in favor of the union, indicate how well founded these complaints were:

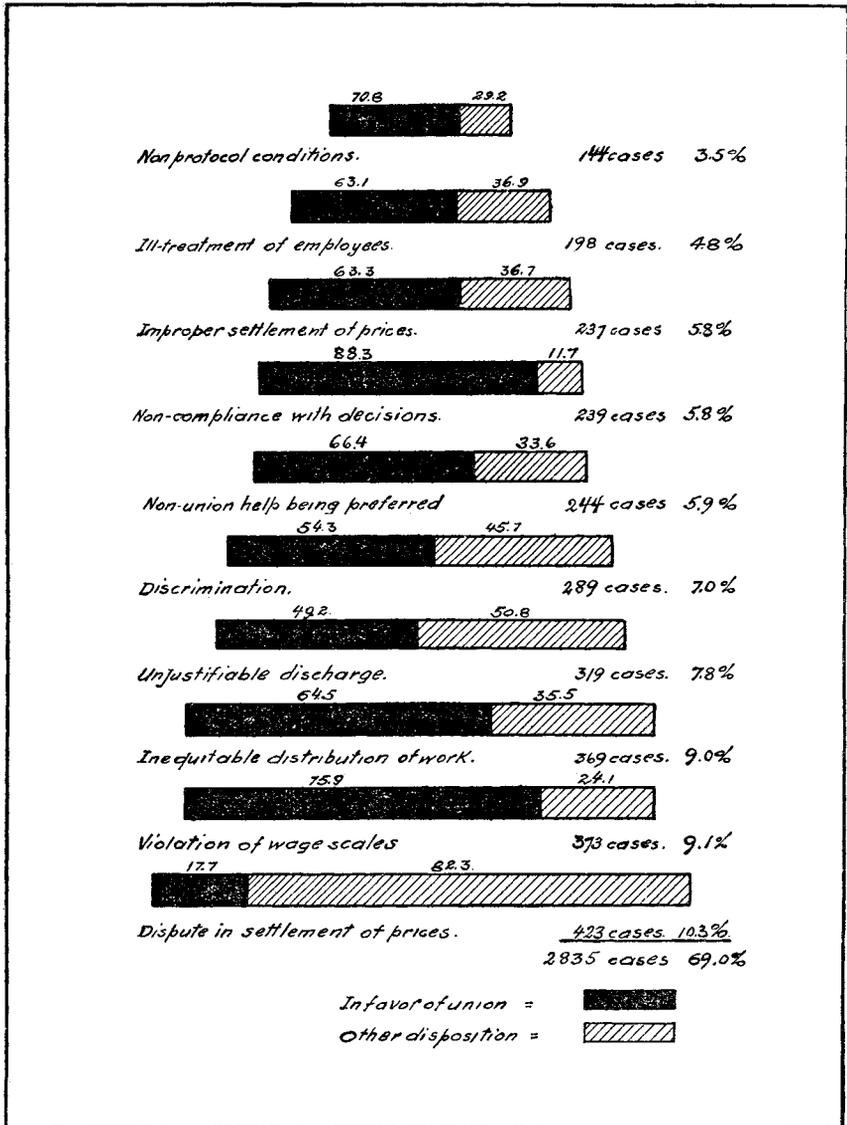
MAJOR GRIEVANCES COMPLAINED OF BY THE UNION AND PERCENTAGE OF FAVORABLE DECISIONS SECURED IN EACH.

| Nature of grievance. | Total filed. | Decisions secured in favor of union. | Per cent of favorable decisions. |
|---------------------------------------|--------------------|--------------------------------------|----------------------------------|
| Dispute in settlement of prices. | 423 | 75 | 17.7 |
| Violation of wage scale..... | 373 | 283 | 75.9 |
| Inequitable distribution of work..... | 309 | 238 | 64.5 |
| Unjustifiable discharge..... | 319 | 157 | 49.2 |
| Discrimination..... | 289 | 157 | 54.3 |
| Noncompliance with decisions. | 239 | 211 | 88.3 |
| Nonunion help being preferred. | 244 | 162 | 66.4 |
| Improper settlement of prices.. | 237 | 159 | 63.3 |
| Illtreatment of employees..... | 198 | 125 | 63.1 |
| Nonprotocol conditions..... | 144 | 102 | 70.8 |
| Total..... | ¹ 2,835 | 1,669 | 58.9 |

¹ This number does not include pending cases.

As shown by this table and the accompanying chart nearly nine-tenths of the cases arising from complaints of noncompliance with decisions and over three-fourths of those relating to violation of wage scale were decided in favor of the union. For only two classes of cases were there less than 50 per cent of favorable decisions, namely, unjustifiable discharge, 49.2 per cent, and dispute in settlement of prices, 17.7 per cent.

PROPORTION OF MAJOR UNION GRIEVANCES OF SPECIFIED KINDS AND PROPORTION SETTLED IN FAVOR OF THE UNION AND OTHERWISE DISPOSED OF.



MINOR GRIEVANCES FILED BY UNION.

NATURE OF COMPLAINTS.

The following table shows for each of the minor grievances complained of by the union, the number of cases filed, and the per cent such cases were of the total number of union cases. These comprise 20 different classifications, constituting 31.3 per cent of the total number of complaints filed.

MINOR GRIEVANCES COMPLAINED OF BY THE UNION AND PER CENT THESE WERE OF TOTAL UNION CASES FILED.

| Nature of grievance. | Number. | Per cent of total (4,472). |
|---|---------|----------------------------|
| Failure to cooperate in proper organization of factory..... | 155 | 3.5 |
| Claim for wages due..... | 150 | 3.4 |
| Reduction of fixed prices..... | 143 | 3.2 |
| Dual system of work..... | 140 | 3.1 |
| Violation of hours of labor..... | 121 | 2.7 |
| Discriminative outside contracting..... | 115 | 2.6 |
| Maintenance of subcontracting..... | 107 | 2.4 |
| Refusal to recognize price committee..... | 106 | 2.4 |
| Violation of legal holiday provision..... | 83 | 1.9 |
| Miscellaneous..... | 61 | 1.4 |
| Illegal change of system of work..... | 55 | 1.2 |
| Improper system of work..... | 41 | .9 |
| Nondelivery of communications..... | 37 | .8 |
| Work done in tenement houses..... | 21 | .5 |
| Ill-treatment of representatives of the union..... | 15 | .3 |
| Lockout..... | 13 | .3 |
| Forced cessation of work..... | 13 | .3 |
| Irregular pay day..... | 13 | .3 |
| Payment by check..... | 10 | .2 |
| Insanitary conditions..... | 1 | (1) |
| Total..... | 1,400 | 31.3 |

¹ Less than one-tenth of 1 per cent.

This table contains some interesting items bearing upon the question of the carrying out of some of the elementary provisions of the protocol. Thus there were 150 complaints of claims for wages due, or 3.4 per cent of total complaints; 143 complaints of reduction of fixed prices, or 3.2 per cent; 121 complaints of violation of hours of labor, or 2.7 per cent; 115 complaints of discriminative outside contracting or 2.6 per cent;¹ 107 complaints of maintenance of subcontracting, or 2.4 per cent, and 106 complaints of refusal of employer to recognize price committee, or 2.4 per cent.

Complaints which are interesting because of the relative infrequency of their occurrence, comprising less than 1 per cent of the total number, are as follows: Nondelivery of communications, work done in tenement houses, ill-treatment of representatives of the union, lock-out, forced cessation of work, irregular pay day, payment by check, etc.

¹ This complaint specifies one of the evils that are to be remedied. When an employer thinks that his workers want excessive prices, he, instead of complaining to the wage-scale board, as should be the case, frequently sends his work to be done in shops where low wages and bad sanitary conditions prevail and where he can, on that account, get lower prices. The workers of the shop, though having the protocol, are thus actually left without work.

FAVORABLE DECISIONS SECURED.

The following table shows the number and per cent of the minor union grievances of each class which were settled in favor of the union:

MINOR GRIEVANCES COMPLAINED OF BY THE UNION AND PERCENTAGE OF FAVORABLE DECISIONS SECURED IN EACH.

| Nature of grievance. | Total filed. | Decisions secured in favor of union. | Per cent of favorable decisions. |
|---|--------------------|--------------------------------------|----------------------------------|
| Failure to cooperate in proper organization of factory..... | 144 | 101 | 70.1 |
| Claim for wages due..... | 141 | 101 | 71.6 |
| Reduction of fixed prices..... | 132 | 91 | 68.9 |
| Dual system of work..... | 130 | 99 | 76.2 |
| Violation of hours of labor..... | 108 | 79 | 73.1 |
| Discriminative outside contracting..... | 107 | 46 | 43.0 |
| Refusal to recognize price committee..... | 100 | 67 | 67.0 |
| Maintenance of subcontracting..... | 97 | 60 | 61.9 |
| Violation of legal holidays..... | 78 | 65 | 83.3 |
| Miscellaneous..... | 50 | 39 | 78.0 |
| Illegal change of system of work..... | 45 | 29 | 64.4 |
| Improper system of work..... | 39 | 23 | 59.0 |
| Nondelivery of communications..... | 34 | 33 | 97.1 |
| Work done in tenement houses..... | 20 | 15 | 75.0 |
| Irregular pay day..... | 13 | 12 | 92.3 |
| Lockout..... | 11 | 3 | 27.3 |
| Forced cessation of work..... | 9 | 8 | 88.9 |
| Ill-treatment of representatives of the union..... | 8 | 8 | 100.0 |
| Payment by check..... | 8 | 8 | 100.0 |
| Insanitary conditions..... | 1 | 1 | 100.0 |
| Total..... | ¹ 1,275 | 888 | 69.6 |

¹ This number does not include pending cases.

The percentage of favorable decisions secured by the union on its minor grievances varies greatly; it ranges from 100 in complaints of payment by check, insanitary conditions, and ill-treatment of representatives of the union ¹ to 27.3 per cent in complaints of lockout. In complaints of nondelivery of communications of union to shop chairmen the union secured 97.1 per cent of favorable decisions, and of the complaints of irregular pay day 92.3 per cent were settled in favor of the union. The smallest percentage of favorable decisions were secured in complaints of lockout. Only 3 cases out of 11 were substantiated. The average per cent of favorable decisions for all the minor grievances was 69.6.

TYPICAL CASES FILED BY THE UNION.

These cases were selected for the purpose of showing the way in which specific grievances, such as discrimination, wrongful discharge, noncompliance with decisions, etc., are redressed. They have been selected in a "hit-or-miss" way; that is, no "sensational" extraordinary cases were taken. They can be said to represent typical complaints that have resulted in typical adjustments. As can readily

¹ It is not more than just that any such complaints should, if substantiated, be decided in favor of the union, as these representatives of the union are also representatives of the board of grievances and wage-scale board, the industrial courts of the dress and waist industry.

be seen from a cursory inspection, the protocol, whatever its shortcomings may be, does afford relatively easy and peaceful redress in cases which, under the former system of individual bargaining, would probably not have been redressed at all or, if they were to be redressed, would have required summary cessation of work to enforce demands.

The cases selected, however, represent almost exclusively complaints handled and adjusted by the chief clerks or the board of grievances. The cases adjudicated by the deputy clerks are of a less complex nature, involving only violations that are definite and apparent.

I.

CASE No.: 15x.

COMPLAINANT: Union.

DATE ADJUSTED: —

AGENCY OF ADJUSTMENT: Board of grievances.

NATURE OF GRIEVANCE:

Wrongful discharge. Miss ——— reports that she has been employed by the firm of ——— for the past two years at the rate of \$15 per week, and was discharged for being "very active" at the time of the strike.

DECISION:

Girl reinstated by the board of grievances and paid \$45 for time lost.

II.

CASE Nos.: 2567, 2663, 2728, etc.

COMPLAINANT: Union.

DATE ADJUSTED: February 3, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Nonprotocol conditions. Complainant charges: (a) That firm has not paid double for overtime; (b) that firm frequently compelled the workers to work on Saturday after 1 p. m.; (c) that firm failed to pay for holidays. Report of deputy clerks substantiated the charges.

DECISION:

The chief clerks deem the argument of the defendant an insufficient excuse for mentioned violations, and respectfully submit the matter in the shop of ——— and ——— to the grievance board for special investigation and decision.

III.

CASE No.: 2644.

COMPLAINANT: Union.

DATE OF ADJUSTMENT: February 4, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Individual bargaining. Firm requests all applicants for positions in its employ to sign a certain card, which is, in effect, an individual agreement between the firm and its employees.

DECISION:

The chief clerks agree that to compel employees to sign such a contract is a distinct violation of the protocol. They therefore strongly advise the ——— Waist Co. to discontinue this practice.

IV.

CASE No.: 2668.

COMPLAINANT: Union.

DATE ADJUSTED: July 23, 1913.

AGENCY OF ADJUSTMENT: Chief clerks of the board of grievances.

NATURE OF GRIEVANCE:

Unjustifiable discharge. Complainant maintains that the girl was discharged for no other reason but the fact that she was an active union worker.

DECISION:

The discharged girl is to receive \$14 for time lost, but she is advised to look for another position.

V.

CASE No.: 473.

COMPLAINANT: Union.

DATE ADJUSTED: March 7, 1913.

AGENCY OF ADJUSTMENT: Deputy clerks of the board of grievances.

NATURE OF GRIEVANCE:

Unjustifiable discharge. Union maintains that girl was discharged because she was very active on the price committee of the shop.

DECISION:

Contention of the union sustained. The girl is to be reinstated and reimbursed for time lost. The firm is to pay her \$32.¹

VI.

CASE No.: 1594.

COMPLAINANT: Union.

DATE ADJUSTED: April 7, 1913.

AGENCY OF ADJUSTMENT: Chief clerks of the board of grievances.

NATURE OF GRIEVANCE:

Unjustifiable discharge. Union maintains that firm disregarded all the decisions of duly constituted authorities requesting the reinstatement of discharged man.

DECISION:

Man to be reinstated immediately. He is to be paid \$68 for time lost.²

VII.

CASE No.: 2903.

COMPLAINANT: Union.

DATE ADJUSTED: —

AGENCY OF ADJUSTMENT: Chief clerks of the board of grievances.

NATURE OF GRIEVANCE:

Unjustifiable discharge. Union maintains that claim of the firm that the girls were incompetent was not true. They were discharged for being active on the price committee of the shop.

DECISION:

Contention of the union is sustained with reference to one of the discharged girls. This girl is to be reinstated, and if she is found thoroughly competent she is to be reimbursed for the time lost during this controversy. The discharge of the other girl is sustained on the ground of incompetency.

VIII.

CASE No.: 2817.

COMPLAINANT: Union.

DATE ADJUSTED: February 3, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

¹ Check for \$32 was forwarded to the union on Mar. 8, 1913.

² Check for mentioned amount was received at the offices of the union on Apr. 12, 1913.

NATURE OF GRIEVANCE:

Nonprotocol conditions. Complainant maintains: (a) Firm refuses to pay for legal holiday; (b) deputy clerks report that firm is guilty of many other violations of the protocol—subcontracting, not paying proper rate for overtime, dual system of work, refusing to permit proper investigation of the case, etc.

DECISION:

Taking all these facts into consideration, the chief clerks hereby agree, because the repeated efforts of the deputy clerks in attempting to investigate the case resulted in an inadequate settlement of it, that there shall be a rehearing of the case before the chief clerks on Thursday, etc., at the offices of the association.

IX.

CASE No.: 2867.

COMPLAINANT: Union.

DATE ADJUSTED: January 30, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF COMPLAINT:

Reducing piece price. Complainant further alleges that firm makes employees reduce prices by "threatening them." Deputy clerks upon investigation sustained contention of the union. Case was then referred to the chief clerks.

DECISION:

An investigation is to be made by the wage-scale board for the purpose of determining the exact amount of money deducted by the firm from the regularly settled prices. The association is to pay to the union the amount deducted, about \$980.¹

X.

CASES Nos.: 3351, 3318.

COMPLAINANT: Union.

DATE ADJUSTED: —

AGENCY OF ADJUSTMENT: Passed through all agencies.

NATURE OF GRIEVANCE:

Nonprotocol conditions. General maintenance of conditions in violation of the protocol, especially under scale payments. Decisions were made in favor of the union repeatedly, but were not carried because the ——— Waist Co. closed down its factory.

DECISION:

The chief clerks now learn that the factory has been opened for some time. Accordingly, they now direct the deputy clerks of the board of grievances to visit said firm and get the names of all the employees and the wages they are now being paid, and otherwise investigate present conditions and report to the chief clerks.

XI.

CASE No.: 3382.

COMPLAINANT: Union.

DATE ADJUSTED: February 3, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Dual system of work. Report of deputy clerks shows that there are in fact two systems of work in the operating department of the ——— Co.

DECISION:

The chief clerks hereby decide that the dual system of work is a violation of the protocol. The operating department is to be operated on a piecework system only.

¹ At the time of writing this report the actual amount was not as yet determined. However, it was to be about \$968.

XII.

CASE No.: 3618.

COMPLAINANT: Union.

DATE ADJUSTED: October 10, 1913.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Discrimination. Firm, after having had a long controversy with its tuckers, laid off the whole tucking department for a week. Union maintained it was a clear case of discrimination against the tuckers on account of the recent controversy.

DECISION:

Complaint of the union was sustained. Tuckers were paid the amount of money they were deprived of through being discriminated against, \$158.90.

XIII.

CASE No.: 3662.

COMPLAINANT: Union.

DATE ADJUSTED: February 3, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Illtreatment of representatives of board of grievances. Complainant maintained that firm is guilty of having used abusive language to representatives of the union on the board of grievances. This charge was substantiated in the joint report by the deputy clerks of the board of grievances.

DECISION:

The executive committee of the Dress and Waist Manufacturers' Association are requested to see that suitable disciplinary action be taken in this case.

XIV.

CASE No.: 3727.

COMPLAINANT: Union.

DATE ADJUSTED: February 4, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Noncompliance with decision. On July 12, 1913, the wage-scale board decided that the tuckers in the employ of the firm of —— were entitled to a 5 per cent increase in the rates that had been paid up to that time, and the association accordingly sent a check to the union for the amount involved. The claim in this case is, that the firm has not paid to the tuckers, since the date of that decision, the additional 5 per cent awarded by the wage-scale board at that time.

DECISION:

In order to arrive at the exact amount due to the tuckers, the chief clerks agree that deputy clerks of the board of grievances shall visit the factory of the —— Waist Co. and make a special investigation in order to ascertain the amount due.

XV.

CASE No.: 3821.

COMPLAINANT: Union.

DATE ADJUSTED: February 4, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Illtreatment of representative of the board of grievances.

DECISION:

The firm is guilty of most disrespectful conduct toward the representative of the board of grievances. The conduct of the firm in this matter is to be referred to the executive committee of the Dress and Waist Manufacturers' Association for suitable disciplinary action.

XVI.

CASE No.: 3831.

COMPLAINANT: Union.

DATE ADJUSTED: February 3, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Noncompliance with decision. Reports of deputy clerks who investigated the case show conclusively that the charge of the union is sustained. The firm has not carried out the decisions of the chief clerks in cases Nos. 2531 and 2532, of October 9, 1913.

DECISION:

The firm is called upon to immediately abide by the former decision and the deputy clerks are instructed, in investigating the new complaint, 4764, February 2, 1914, to reinvestigate conditions in the shop.

XVII.

CASE No.: 3853.

COMPLAINANT: Union.

DATE ADJUSTED: February 3, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Illtreatment of employees. (a) The representatives of the firm, it is alleged, use "extraordinary and abusive language" in talking to their employees; (b) disrespectful attitude on the part of the firm toward representatives of the board of grievances; (c) firm refuses to comply with request of general manager of association to call at his office in order to confer with him regarding the alleged misconduct.

DECISION:

The chief clerks call this situation to the attention of the executive committee of the association, with a request that prompt disciplinary action be taken.

XVIII.

CASE No.: 4685.

COMPLAINANT: Union.

DATE ADJUSTED: February 10, 1914.

AGENCY OF ADJUSTMENT: Chief clerks, board of grievances.

NATURE OF GRIEVANCE:

Illtreatment of employees. Forelady is using "vile" language in addressing the girls. Deputy clerks fully substantiated the charge.

DECISION:

This case was settled by a conference between the chief clerks and the owner of the establishment, all agreeing that it is best for the welfare of the shop that the forelady in question shall leave her position at 12 o'clock noon, February 10, 1914.

JOINT BOARD OF SANITARY CONTROL.

The protocol in the dress and waist industry copied in toto many of the institutions established by the protocol of peace of September, 1910, in the cloak, suit, and skirt industry of New York City. This statement is particularly true with reference to the so-called joint board of sanitary control.

Article 15 of the protocol of the cloak industry reads as follows:

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.

Article I of the protocol of the dress and waist industry reads:

I. SANITARY CONDITIONS.—Both parties agree to create a joint board of sanitary control in all jurisdictional respects similar to the joint board of sanitary control now existing in the cloak industry, two members thereof to be chosen by the manufacturers, two by the union, and three to represent the public—the three representatives of the public now upon the board of the cloak industry. Said board is empowered to establish standards of sanitary conditions to which the manufacturers' association and the union shall be committed, and the manufacturers and the union obligate themselves to maintain such standards to the best of their ability and to the full extent of their power. The standards of such board, to begin with, shall be at least as high as the standards now existing in the cloak industry.

Accordingly, the joint board of sanitary control in the dress and waist industry was created.¹

On May 1, 1913, the joint board of sanitary control in the dress and waist industry addressed to the manufacturers of that industry the following circular letter:

NEW YORK, *May 1, 1913.*

To the manufacturers in the dress and waist industry:

GENTLEMEN: The joint board of sanitary control in the dress and waist industry at a meeting held on April 14 adopted the sanitary standards of the cloak and suit industry for the dress and waist trade as well.

In addition to these standards, copy of which will be found in the report on the dress and waist industry, which is inclosed herewith, the following three new standards have been adopted for the industry:

(1) The speedy introduction, if possible within the next six months, of fire drills in each and every shop of the industry.

(2) Better provisions for lunch and rest rooms for the women workers in the shops.

(3) Provision for the employment by the owner of every shop of a special woman cleaner, to remain upon the premises during the whole day and to be entirely responsible for the cleaning of the shop.

The provision for the introduction of fire drills in every shop in the city is at present a State law. The joint board of sanitary control is about to organize a division of fire drills and will undertake to introduce a fire drill in your shop, provided you will make application to the Dress and Waist Manufacturers' Association or to the joint board of sanitary control direct.

Respectfully,

_____, *Director.*

¹ The personnel of the first board in the dress and waist industry was as follows: Representatives of the public, Dr. Wm. J. Schieffelin, Dr. Henry Moskowitz, and Lillian D. Waid; representatives of the dress and waist manufacturers' association, Samuel Floersheimer, J. J. Goldman; representatives of the Dress and Waist Makers' Union, Local 25, S. Polakoff and A. Baroff.

SANITARY STANDARDS OF THE INDUSTRY AND THEIR ENFORCEMENT.

Following are the sanitary standards of the industry as stated in a special report of the joint board of sanitary control:¹

1. No shop to be allowed in a cellar.
2. No shop to be allowed in rear houses or on attic floors without special permission of the board.
3. Shops located in buildings two stories or more in height must have one or more fire escapes.
4. All fire escapes to be provided with ladders to the roof, or to the roof of an adjoining house; also with full-length drop ladders properly located and adjusted.
5. In all shops which are not provided with automatic sprinklers, a sufficient number of chemical extinguishers, or a sufficient number of fire buckets, properly located and filled should be kept.
6. Special caretakers to be appointed in each shop for the care of the fire buckets, and for their use in case of fire.
7. All openings and exits to fire escapes to be left unobstructed by tables, machines, boxes, partitions, and iron bars.
8. No doors to be locked during working hours.
9. No smoking to be permitted in the workshop.
10. Conspicuous signs to be placed throughout the shop, marking the location and direction of exits and fire escapes.
11. Fireproof receptacles, lined with tin, and having a tin cover, to be provided, in sufficient numbers, for rubbish.
12. Halls and stairways leading from shops to be adequately lighted by natural or artificial light.
13. Stairs to be provided with secure handrails and safe treads.
14. Sufficient window space to be provided for each shop, so that all parts of the shop are well lighted during the hours from 9 a. m. to 4 p. m.
15. Where gas illumination is used, arc lights or incandescent mantles should be used.
16. All lights to be well shaded, to be placed above operatives, and not too near them.
17. At least 400 cubic feet of space, exclusive of bulky furniture and materials, should be provided for every person within the shop.
18. The shop should be thoroughly aired before and after work hours, and during the lunch hour, by opening windows and doors.
19. No coal should be used for the direct heating of irons and whenever stoves are used for heating shops, they should be surrounded by metal sheet at least 5 feet high.
20. Walls and ceilings of shops and water-closet apartments should be cleaned as often as necessary, and kept clean.
21. Floors of shops, and of water-closet apartments, to be scrubbed weekly, swept daily, and kept free of refuse.
22. A separate water-closet apartment shall be provided for each sex, with solid partitions to extend from floor to ceiling, and with separate vestibules and door.
23. Water-closets to be adequately flushed and kept clean.
24. A special caretaker to be assigned by the employer to the care of the shop and water-closet apartments.
25. A sufficient number of water-supplied washbasins to be provided in convenient and light locations within the shop.
26. Suitable hangers should be provided for the street clothes of the employees, and separate dressing rooms wherever women are working.

¹ Special report, Joint Board of Sanitary Control, May, 1913, pp. 15 and 16.

27. Water-closet apartments, dressing rooms, wash rooms, and lunch rooms to be properly lighted, ventilated, and cleaned, and to be kept clean.

28. All seats to have backs.

29. All waste materials, cuttings and rubbish must be removed twice a day from the floor of the shop and once a day from the buildings.

30. In all shops where more than 25 persons are employed above the ground or first floor, a fire drill of the occupants shall be conducted at least once in every three months.

31. In all shops where more than 25 women are employed, a provision should be made for rest and emergency rooms for their use.

32. In all shops where more than 25 women are employed, provision should be made by the owner of the shop for the employment of a special woman cleaner, to remain on the premises for the whole day, and to be responsible for the cleaning of the shop.¹

The following is the procedure that the board usually employs in enforcing its standards:

Whenever the inspectors of the board find conditions in violation of the standards—

(1) A statement of the wrong conditions existing is sent to the shop owner.

(2) Soon afterwards a second inspection is made, and if the first notice has been ineffective, the inspector interviews the shop owner and points out to him the defects and the remedy required.

(3) If neither the first notice nor the personal persuasion of the inspector accomplishes the desired end, the shop, if it belongs to the association, is referred to that body; if it is not an association shop, the matter is referred to the unions for enforcement. The final resort is the so-called sanitary strike.

The methods of enforcement are essentially the same as those in the cloak industry, as described in Bulletin 98 of the Bureau of Labor, pages 254 and 255, as follows:

A most interesting aspect of the workings of the protocol is that, while its originators intended to establish everlasting peace in the industry, without lockout or strike or other embroilments, they did, in fact, establish a unique, practical, militant striking machine. To this militant power is due a part of the splendid achievements of the board. From time immemorial there have been strikes for the shorter workday, for increases in wages, and against intolerable working conditions. The strike on account of the insanitary conditions of the shop is an entirely new weapon and is unique in that it directs the full strength of the associated employers and employees alike against the offending party.

The sanitary strike is the final step in a carefully regulated procedure which begins with the inspection of a shop by the board of sanitary control, either in the course of its regular work or in response to a complaint from workers employed there. If sanitary conditions do not reach the standard agreed upon, the employer is notified, and if a second inspection shows that he has not acted upon the notice he is visited and reasoned with. If he still continues obdurate, notice to that effect is sent to the manufacturers' association and to the unions. Thereafter, until he complies with the notifications of the board of sanitary control, no member of a union will work for

¹ All these standards, save those enumerated under heads 29-32, have been accepted and recommended by the Metropolitan Life Insurance Co., in a bulletin called "The Health of the Worker," printed and distributed by the company for the use of its policyholders, pp. 22-24. At the time of the issuance of this bulletin provisions 29-32 had not as yet been accepted by the board of sanitary control.

him and no manufacturer in the association will give out work for him to do, or handle any garment made in his shop. Practically there are only two alternatives before him—to comply, or to go out of business. If the condition of the shop is very bad, the employer may be notified after the first inspection that it is unfit for occupation, and if he refuses to vacate it the strike may be called without further parley.

In the eyes of the collective interests the sanitary strike is entirely justifiable, inasmuch as it is in the interest of humane conditions. Both sides agree in looking upon it as the only means of lifting the industry out of the condition to which it has been brought by the unscrupulous employer.

The novel institution known as the sanitary strike is essentially the same as in the cloak industry, from which it was borrowed. It is described in detail on page 264 of Bulletin 98 on conciliation, arbitration, and sanitation in the cloak, suit, and skirt industry of New York City. It reads as follows:¹

It is of special interest to note the methods employed in "cleaning up the industry." The usual process is for the business agent of the union to report to his superior officer in the union the conditions of the establishments in his particular district. If he finds an establishment which has not been visited by the inspectors of the board of sanitary control to be in an insanitary condition, a report is made in writing to the district officer in charge of the union's affairs in that particular district. This officer in turn notifies the board of sanitary control.

The board of sanitary control instructs one of its inspectors to visit and report on the condition of said establishment.

The following illustrates a bona fide case:

REPORT OF THE INSPECTOR OF THE BOARD OF SANITARY CONTROL.

On investigating the shop of ——, I beg to report the following conditions existing thereat:

(1) That the yard hopper water-closets in the first and rear yards of premises are obstructed with excreta, are not properly flushed, the pipes frozen, and the water-closet apartments overfilled with dirt.

(2) That the yard of the second rear house is dirty with offensive refuse.

(3) That the rain leaders on second and first rear houses are obstructed with ice, causing overflowing therefrom and dampness in building.

(4) That the stairs and floors of balconies of rear houses are insecure and unsafe.

(5) That the floor of the shop is insecure and unsafe.

(6) That the floor of shop is littered with rubbish and offensive refuse, and that walls and ceiling of shop are dirty and offensive, and have not been whitewashed for more than a year.

(7) That the glass panes of windows are dim and dirty.

(8) That there are no cuspidors nor receptacles for storage of waste and refuse.

(9) That the old disused brick ironing oven in the southeast corner of the shop is broken, dilapidated, crumbling, partly full of dirt and offensive refuse, and is a source of dust and dirt.

(10) That the cast-iron sink on premises is old, corroded, and leaky.

(11) That the wooden slats of the floors of outside stair balconies are insecure and unsafe; there are no other means for escape from fire.

It is my opinion that this shop is not a fit place in which to work. I therefore recommend that this shop be vacated.

¹ The sanitary strike is rarely invoked, employers having been educated to accept the standards set up by the board of sanitary control.

Upon receiving this report the board, after due deliberation, declared the establishment insanitary and unfit for occupancy or working purposes. The unions, the manufacturers' association, and the contractor who occupied the premises were notified to that effect. The contractor was also requested to vacate the premises.

The unions then ordered a "sanitary strike" and this establishment was subsequently vacated. The contractors engaged another shop, which, upon inspection by the board, proved to be in excellent condition.

To strengthen the work of enforcement the board adopted the plan of granting sanitary certificates to all manufacturers who, having fully conformed with the standards of the board, could be commended for having "safe and sanitary" establishments. This expedient of adding reward for compliance to punishment for violations in securing conformance with the standards of the board proved successful, for many shop owners, in order to have the public commendation of conditions in their shops which the certificates conveyed, offered to make and did make improvements which the board insisted upon.

The following is the form of the certificate granted:

No. _____

SANITARY CERTIFICATE OF THE JOINT BOARD OF SANITARY CONTROL IN THE DRESS
AND WAIST INDUSTRY.

[Under protocol of Jan. 18, 1913.]

This is to certify that the shop of _____, located at _____, floor _____, borough of _____, has been inspected and found to conform with the sanitary standards of the board.

[SEAL.] _____

This certificate is good only for six months from date of issue and is revocable by the board for cause.

FIRST SANITARY SURVEY MADE BY THE BOARD.

The first work of the board was to make a thorough preliminary survey of the industry.

Seven hundred and seven dress and waist shops, employing 36,868 persons, were found in the first survey. A large proportion of the workers, approximately 77 per cent, were women; it was estimated by the inspectors that 50 per cent or more of these women were under 20 years of age, about 25 per cent between the ages of 20 and 25, and only 25 per cent over 25 years of age. Very few elderly workers were found.

Sixteen thousand eight hundred and twenty-two, or 59.6 per cent, of these young women were found to be working as operators or machine workers; 905, or 3.18 per cent, were employed as pressers.

The great majority of the shops (72 per cent), employing 81.03 per cent of the workers, were situated between Fourteenth and Thirty-ninth Streets. About 97 per cent of the shops were found in loft buildings; only about 3 per cent were located in older converted buildings.¹

The sanitary conditions of the shops, as a whole, proved to be very satisfactory. Only 5 per cent of the shops were found to use artificial light during the day. Only 2.85 per cent had no protection from glare. Only three shops in the entire industry were found using foot power for the driving of the sewing machine. In all others the machines were run by electricity. In most of the shops adequate washing facilities and adequate toilet accommodations were found. Only 2.7 per cent of the shops had lunch rooms and only 5.7 per cent had retiring rooms for the women. In about 10 per cent of the shops the floors were found in dirty condition. However, only 4.6 per cent of the shops had dirty water-closets.

RESULTS OF TWO SEMIANNUAL INSPECTIONS.

As a result of the preliminary survey of May, 1913, 408 dress and waist shops were granted sanitary certificates by the joint board of sanitary control for "full conformance" with the standards. By the time of the second inspection in September, 1913, 467, or 67 per cent, of the total known number of shops of the industry had been granted such certificates.²

The following table shows the results of the first two semiannual inspections:

CONDITIONS IN THE DRESS AND WAIST INDUSTRY AND DEFECTS REMEDIED BY THE INSPECTORS, MARCH AND SEPTEMBER, 1913.

| | March. | September. | Number of cases remedied— Mar.-Sept., 1913. |
|--|--------|------------|---|
| Number of shops..... | 700 | 691 | |
| Number of workers..... | 36,658 | 31,416 | |
| DEFECTS IN FIRE PROTECTION. | | | |
| Shops having no fire escape..... | 15 | 11 | 7 |
| Shops having no drop ladder to fire escape..... | 11 | 2 | 9 |
| Shops with drop ladder short..... | 9 | 11 | 2 |
| Shops with drop ladder out of place..... | 20 | 1 | 19 |
| Shops with exit to fire escape obstructed..... | 47 | 5 | 46 |
| Shops with no safe means of escape from fire escape..... | 46 | 16 | 35 |
| Shops with aisles to fire escape narrow..... | 8 | 1 | 8 |
| Shops having no fire buckets..... | 24 | 12 | |
| | 180 | 59 | 126 |

¹ Special Report, Joint Board of Sanitary Control, May, 1913, p. 9.

² Third Annual Report, Joint Board of Sanitary Control, December, 1913, pp. 47-49.

CONDITIONS IN THE DRESS AND WAIST INDUSTRY AND DEFECTS REMEDIED BY THE INSPECTORS, MARCH AND SEPTEMBER, 1913—Concluded.

| | March. | September. | Number of cases remedied—Mar.-Sept., 1913. |
|--|--------|------------|--|
| SANITARY DEFECTS. | | | |
| Shops having— | | | |
| Foot power..... | 3 | 2 | 1 |
| No protection against glare from lights..... | 20 | 8 | 17 |
| No dressing facilities..... | 19 | 10 | 14 |
| Insufficient washing facilities..... | 23 | 3 | 22 |
| Improper separation of water-closets..... | 9 | 6 | 7 |
| Insufficient number of water-closets..... | 11 | 10 | 7 |
| Dark water-closets..... | 18 | 4 | 18 |
| Dirty water-closets..... | 32 | 42 | 25 |
| Dirty water-closet floor..... | 60 | 18 | 54 |
| Dirty water-closet walls..... | 11 | 10 | 9 |
| Broken seats of water-closet..... | 29 | 12 | 28 |
| Flush out of order..... | 17 | 9 | 15 |
| Windows of shop dirty..... | 16 | 12 | 12 |
| Walls of shop dirty..... | 7 | 2 | 7 |
| Ceilings of shop dirty..... | 2 | 1 | 1 |
| Floors of shop dirty..... | 71 | 43 | 55 |
| No receptacle for rubbish..... | 12 | 9 | 10 |
| Total..... | 359 | 201 | 302 |

This table shows the progress of improvements of sanitary conditions in the dress and waist industry. These figures are not as striking as those for the cloak industry for the first year. This, of course, is due to the fact that originally the sanitary conditions of the dress and waist shops were much better. The nature of the work too is such that sanitary standards can readily be maintained. Between March and September, 1913, 126 defects in fire protection and 302 defects in sanitation were remedied by the inspectors.

The following table shows the number and per cent of shops having sanitary certificates, and also the distribution of the shops and the workers according to classified sanitary conditions:

SHOPS HAVING SANITARY CERTIFICATES, AND CLASSIFIED SANITARY CONDITION OF SHOPS AND OF WORKERS, SEPTEMBER, 1913.

| | Number. | Per cent. |
|--|---------|-----------|
| Shops having sanitary certificates..... | 467 | 67.58 |
| Establishments having sanitary certificates..... | 397 | 66.05 |
| Persons in certificated shops..... | 25,025 | 79.66 |
| Shops in Class A..... | 501 | 72.50 |
| Persons in shops in Class A..... | 26,311 | 83.75 |
| Shops in Class B..... | 116 | 16.79 |
| Persons in shops in Class B..... | 3,118 | 9.93 |
| Shops in Class C..... | 68 | 9.84 |
| Persons in shops in Class C..... | 1,674 | 5.33 |
| Shops in Class D..... | 6 | .87 |
| Persons in shops in Class D..... | 313 | .99 |

Sanitary certificates were granted to 467 shops, employing 25,025 people, or about 80 per cent of the workers of the entire industry. Five hundred and one shops, or 72.5 per cent, were free from defect (Class A). Sixty-eight, or 9.84 per cent, had defects in fire protec-

tion (Class C). Only six shops were found in a decidedly bad sanitary condition (Class D).

The accompanying chart shows six months' progress in the dress and waist industry. It treats the subject under the two main heads of "Reduction of fire dangers" and "Improvements in sanitation."

During this short period the percentage of shops in which the drop ladder to the fire escape was out of place was reduced by 95 per cent; shops with aisles to fire escape too narrow were reduced by 87.5 per cent; shops with exit to fire escape obstructed, by 89 per cent; shops with no drop ladder, by 82 per cent; shops in which fire escapes ended in fire traps, by 65 per cent; shops with no fire buckets, by 49 per cent; and shops with no fire escapes, by 26 per cent. There was a total all-round improvement of approximately 67 per cent.

The following improvements in sanitation were made: Shops with insufficient washing facilities have been reduced by 86 per cent; with dark water-closets, by 78 per cent; with dirty water-closet floors, by 70 per cent; shops having no protection against glare of lights, by 60 per cent; shops having no dressing facilities, by 47 per cent; shops where water-closet flush was out of order, by 47 per cent; and shops with dirty floors, by nearly 40 per cent.

FIRE PROTECTION.

The number of buildings in which actual violations of the requirements of the State law concerning fire escapes were found was comparatively small, as can be seen from the table on page 115. More than 50 per cent of the workers, however, were working above the sixth floor, beyond which a building **must** be independent of external aid if it is not to be a fire trap.

In discussing the problem of danger from fire it must be kept in mind that there are certain fire dangers which the board, no matter how well intentioned and efficient it may be, can not abolish.

Regarding the distribution of workers in loft buildings with reference to the height above the street level, it has been found that in the cloak and the dress and waist industries combined, 1,054, or 43.48 per cent of the total number of shops, are located on or above the sixth story. In these shops a total of 48,130, or 59.8 per cent of the total number of employees of the two industries, are to be found. Out of the total of 48,130, there are 19,122 (69.12 per cent of whom are women) who work on dresses and waists, and 29,008 (24.36 per cent of whom are women) who work on cloaks and suits.¹

It is self-evident that no matter how fireproofed the buildings may be, no matter how well the stairs and exits may be arranged, there is

¹ Third annual report, Joint Board of Sanitary Control, December, 1913, p. 11.

SIX MONTH'S PROGRESS in the Dress and Waist Industry

March - September 1913 Reduction of Fire Dangers

| | 1913 | Percent of Total Number | Number of Shops | | |
|--|-----------------|-------------------------------|-----------------|-----|-----|
| | | | 100 | 200 | 300 |
| Shops with no fire-escapes | (MAR. SEPT.) | 2.1 1.5 | | | |
| Shops with no drop ladder to fire-escape | (MAR. SEPT.) | 1.5 .2 | | | |
| Shops with drop ladder to fire-escape out of place | (MAR. SEPT.) | 2.8 .1 | | | |
| Shops with fire-escapes ending in fire traps | (MAR. SEPT.) | 6.5 2.3 | | | |
| Shops with exit to fire escape in shop obstructed | (MAR. SEPT.) | 6.7 .7 | | | |
| Shops with aisles to fire-escape narrow | (MAR. SEPT.) | 1.1 1 | | | |
| Shops with no fire buckets | (MAR. SEPT.) | 3.4 1.7 | | | |
| Improvements in Sanitation | | | | | |
| Shops having no protection against glare from lights | (MAR. SEPT.) | 2.8 1.1 | | | |
| Shops having no dressing facilities | (MAR. SEPT.) | 2.7 1.4 | | | |
| Shops with insufficient washing facilities | (MAR. SEPT.) | 3.1 .4 | | | |
| Shops with dark water closets | (MAR. SEPT.) | 2.5 .5 | | | |
| Shops with dirty floors | (MAR. SEPT.) | 10.1 6.2 | | | |
| Shops with dirty water closet floors | (MAR. SEPT.) | 8.5 2.6 | | | |
| Shops with water closet flush out of order | (MAR. SEPT.) | 2.4 1.3 | | | |

NOTE. These figures, though they show the condition of the industry at the two inspections, do not, however, give an adequate idea of the results actually accomplished by the inspectors; for, in the Dress and Waist as well as in the Cloak and Suit Industry the constant uptown movement of the shops, and the entry of new shops with new defects into the inspection lists, constantly nullify and obscure many of the reforms obtained. Thus, in March 1913 there were 15 cases of "no fire-escape"; in September 11 such cases were reported. Actually, however, fire escapes were secured by the inspectors in 7 cases. In almost every case the number of defects remedied by the inspectors has been double that which the figures above given would indicate.

great danger in the very fact that so great a number of persons, women in predominance, are working at so great a height above the ground.

EDUCATIONAL WORK OF THE BOARD.

The two main pillars of the success of the board are: (1) The sympathy and assistance of the parties to the protocol, and (2) the educational work that it carries on. Naturally, the work of education of the board is more or less comprehensive.

The employers are reached as follows:

1. By personal interviews.
2. Through the above-mentioned sanitary certificates.
3. Through articles in newspapers.
4. By publication and distribution of special bulletins on the various problems at hand.

The employees are reached:

1. By publication and distribution of special bulletins in English as well as in many foreign languages.
2. By frequent conferences with union leaders.
3. By lectures at meetings of the unions and at the factories.
4. Through articles in the press.
5. By exhibits at various places where the workers congregate.
6. By the organization of so-called sanitary committees among the workers in each shop in order to secure from them their assistance in keeping the shops in good condition and reports of violation or neglect on the part of the shop owners.

HEALTH OF THE WORKERS.

In the third year of its existence the board extended its functions; it undertook to investigate the actual conditions of the health of the workers of the two principal industries under its jurisdiction.

In order to determine the condition of the health of the workers in the shops, the board undertook during the year 1912 a physical examination of certain groups of workers. This examination was made during the months of March and April by specially engaged competent physicians under the direction of the director of the board. A total of 800 individuals were examined. A large number were examined at the place of their employment, many of these being employed in the higher classes of shops where the employer put special facilities for the work at the disposal of the examiners. Quite a number were examined in small shops of the East Side. Some examinations were made at the headquarters of the unions. Careful examinations of the workings of the heart were made in each instance. Particular stress was laid upon the examination of persons suspected of having tubercular troubles.

The 800 individuals examined belonged to three distinct occupations of the two industries—operators, pressers, and finishers. The number of young persons between the ages of 16 and 19 examined was very small, approximating only about 13 per cent.

Only 298 persons (or 37.3 per cent) of the total number examined were found free from any disease. The remainder, 502 (or 62.7 per cent) were found suffering from one or more diseases.

The following table gives the results of the described physical examination:

MORBIDITY STATISTICS OF THE 800 CLOAK MAKERS EXAMINED BY THE JOINT BOARD OF SANITARY CONTROL¹

| | Total. | | Operators. | | Pressers. | | Finishers. | |
|---|----------|-----------|------------|-----------|-----------|-----------|------------|-----------|
| | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Total number examined..... | 800 | 100.0 | 391 | 48.9 | 80 | 10.0 | 329 | 41.1 |
| No diseases..... | 298 | 37.3 | 262 | 32.8 | 20 | 2.5 | 149 | 18.6 |
| One or more diseases..... | 502 | 62.7 | 262 | 32.8 | 60 | 7.5 | 180 | 22.5 |
| NATIVITY. | | | | | | | | |
| Russian..... | 379 | 47.4 | 170 | 21.3 | 21 | 2.6 | 188 | 23.5 |
| Italian..... | 186 | 23.2 | 105 | 13.1 | 3 | .4 | 78 | 9.7 |
| All others..... | 235 | 29.4 | 116 | 14.5 | 56 | 7.0 | 63 | 7.9 |
| NUMBER OF YEARS IN TRADE. | | | | | | | | |
| Under 1 year..... | 10 | 1.2 | ..... | ..... | ..... | ..... | 10 | 1.2 |
| 1 year to 5 years..... | 253 | 31.6 | 64 | 8.0 | 25 | 3.1 | 164 | 12.2 |
| 6 years to 10 years..... | 190 | 23.8 | 98 | 12.3 | 20 | 2.5 | 72 | 9.0 |
| 11 years to 20 years..... | 214 | 26.8 | 145 | 18.1 | 26 | 3.3 | 43 | 5.4 |
| 21 years and over..... | 133 | 16.6 | 84 | 10.5 | 9 | 1.1 | 40 | 5.0 |
| AGE GROUPS. | | | | | | | | |
| 16 to 19..... | 104 | 13.0 | 14 | 1.8 | ..... | ..... | 90 | 11.2 |
| 20 to 24..... | 190 | 23.8 | 81 | 10.1 | 6 | .8 | 103 | 12.9 |
| 25 to 34..... | 250 | 31.3 | 163 | 20.4 | 29 | 3.6 | 58 | 7.3 |
| 35 to 44..... | 158 | 19.7 | 92 | 11.5 | 30 | 3.7 | 36 | 4.5 |
| 45 and over..... | 98 | 12.2 | 41 | 5.1 | 15 | 1.9 | 42 | 5.2 |
| SEX. | | | | | | | | |
| Male..... | 560 | 70.0 | 382 | 47.8 | 80 | 10.0 | 98 | 12.2 |
| Female..... | 240 | 30.0 | 9 | 1.1 | ..... | ..... | 231 | 28.9 |
| DISEASES. | | | | | | | | |
| General, total..... | 231 | 28.9 | 139 | 17.4 | 21 | 2.6 | 71 | 8.9 |
| Phthisis..... | 13 | 1.6 | 9 | 1.1 | ..... | ..... | 4 | .5 |
| Rheumatism..... | 45 | 5.6 | 28 | 3.5 | 6 | .7 | 11 | 1.4 |
| Anæmia..... | 173 | 21.7 | 102 | 12.8 | 15 | 1.9 | 56 | 7.0 |
| Nerves and special diseases, total..... | 111 | 13.9 | 68 | 8.5 | 20 | 2.5 | 23 | 2.9 |
| Ear..... | 7 | .9 | 6 | .7 | ..... | ..... | 1 | .1 |
| Eyes..... | 51 | 6.4 | 29 | 3.6 | 12 | 1.5 | 10 | 1.2 |
| Nose..... | 35 | 4.4 | 23 | 2.9 | 6 | .8 | 6 | .8 |
| Nerves (not special)..... | 18 | 2.2 | 10 | 1.3 | 2 | .2 | 6 | .8 |
| Circulatory, total..... | 69 | 8.6 | 36 | 4.5 | 13 | 1.6 | 20 | 2.5 |
| Heart..... | 36 | 4.5 | 22 | 2.8 | 5 | .6 | 9 | 1.1 |
| Arteries..... | 32 | 4.0 | 13 | 1.6 | 8 | 1.0 | 11 | 1.4 |
| Varicose veins..... | 1 | .1 | 1 | .1 | ..... | ..... | ..... | ..... |
| Respiratory, total..... | 110 | 13.7 | 56 | 7.0 | 21 | 2.6 | 33 | 4.1 |
| Larynx..... | 7 | .9 | 5 | .6 | 2 | .2 | ..... | ..... |
| Bronchitis— | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Acute..... | 25 | 3.1 | 17 | 2.1 | 3 | .4 | 5 | .6 |
| Chronic..... | 56 | 7.0 | 26 | 3.3 | 11 | 1.4 | 19 | 2.4 |
| Asthma..... | 16 | 2.0 | 7 | .9 | 4 | .5 | 5 | .6 |
| Pleurisy..... | 6 | .7 | 1 | .1 | 1 | .1 | 4 | .5 |

¹ Third Annual Report, Joint Board of Sanitary Control, December, 1913, pp. 70-72.

MORBIDITY STATISTICS OF THE 800 CLOAK MAKERS EXAMINED BY THE JOINT BOARD OF SANITARY CONTROL—Concluded.

| | Total. | | Operators. | | Pressers. | | Finishers. | |
|----------------------------|----------|-----------|------------|-----------|-----------|-----------|------------|-----------|
| | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| DISEASES—concluded. | | | | | | | | |
| Digestive, total..... | 168 | 21.0 | 104 | 13.0 | 23 | 2.9 | 41 | 5.1 |
| Pharynx..... | 106 | 13.2 | 76 | 9.5 | 12 | 1.5 | 18 | 2.2 |
| Stomach..... | 45 | 5.7 | 20 | 2.5 | 5 | .6 | 20 | 2.5 |
| Hernia..... | 17 | 2.1 | 8 | 1.0 | 6 | .8 | 3 | .4 |
| Genito-urinary, total..... | 82 | 10.3 | 6 | .8 | | | | |
| Nephritis..... | 3 | .4 | 3 | .4 | | | | |
| Cystitis..... | | | | | | | | |
| Pelvic..... | 79 | 9.9 | 3 | .4 | | | 76 | 9.5 |
| Skin, total..... | 11 | 1.4 | 7 | .9 | | | 4 | .5 |
| Contagious..... | 1 | .1 | 1 | .1 | | | | |
| Noncontagious..... | 10 | 1.3 | 6 | .8 | | | 4 | .5 |
| Locomotion, total..... | 29 | 3.6 | 1 | .1 | | | 28 | 3.5 |
| Bones..... | 1 | .1 | 1 | .1 | | | | |
| Joints-- | | | | | | | | |
| C. S..... | 14 | 1.8 | | | | | 14 | 1.8 |
| K..... | 14 | 1.7 | | | | | 14 | 1.7 |
| Miscellaneous, total..... | 2 | .2 | 2 | .2 | | | | |
| Syphilis..... | 1 | .1 | 1 | .1 | | | | |
| Gonorrhoea..... | 1 | .1 | 1 | .1 | | | | |
| Total diseases..... | 813 | | 419 | | 98 | | 296 | |

This table shows a relatively high percentage of workers suffering from respiratory diseases, particularly from chronic bronchitis, a condition very much akin to tuberculosis. Among the 800 individuals examined 13 (or 1.6 per cent) were found to be suffering from pulmonary tuberculosis in its different phases.

It is to be remembered that all the persons examined were actually at work. They had no idea of their actual physical condition; in short, they were a group of persons who naturally would be expected to show a lower percentage of disease than was found.

After completing this preliminary survey of the health of the workers, the board felt that its work would not be complete without an attempt being made to devise ways and means for remedying and improving existing conditions. It was thought advisable to devise some means by which no new tubercular workers might be admitted to the shops, and all workers already afflicted with this disease at present at work in the shops of the two industries might be taken out and assisted, so as to prevent their return to work while the disease was still infectious.

The board then decided to begin a vigorous educational campaign among trade-unionists and workers generally to stimulate them to the realization of the dangers involved in the existing situation. It was the intention of the board to arouse them to the introduction

within their own organizations of a system of a tuberculosis benefit of some sort or other with a view of removing the tubercular workers from the shops and sending them to sanitariums or hospitals.

At first a project was advanced to raise a large annual fund by equally taxing the workers and the manufacturers. This was to be a fund for some kind of a system of tubercular insurance. This project, for many reasons, failed of realization.

During the winter of 1913 the agitation for the introduction of a tuberculosis benefit in the unions was continued, and in March of 1913, after a referendum vote by the various sections of Pressers' Local No. 35 (an organization with a membership of about 9,000), a resolution was passed that that local establish a tuberculosis benefit for its members and tax each member of the union \$1 per year for that purpose. At the same time a resolution was passed by the local not to admit any new member without a physical examination and to reject all candidates having symptoms of tuberculosis.

At present there is a strong agitation among the other locals of the union to follow the example of Local 35 and to introduce a system of tuberculosis insurance.

The work of examining the candidates for membership of Pressers' Local No. 35 was undertaken by the joint board of sanitary control. The following table is a brief review of the work of the board done in this respect for Local 35, as it appears on pages 73-75 of the third annual report of the board:

TABLE I.

Medical examinations of union workers from Apr. 1 to Dec. 1, 1913.

| | |
|-----------------------------------|-------|
| Number of persons examined..... | 994 |
| Number of examinations..... | 994 |
| Number of reexaminations..... | 117 |
| Total number of examinations..... | 1,111 |

Where the workers came from.

| | |
|---|-----|
| From Local 35, the Cloak, Skirt, and Dress Pressers' Union..... | 949 |
| From other locals of the Cloak and Skirt Makers' Union..... | 45 |
| Total..... | 994 |

Number of persons suffering from tuberculosis.

| | Number. | Per cent. |
|---|---------|-----------|
| Total number examined..... | 994 | 100.0 |
| Total number suffering from tuberculosis..... | 65 | 6.5 |
| Total number of pressers examined..... | 949 | 100.0 |
| Total number of pressers suffering from tuberculosis..... | 55 | 5.7 |
| Total number of workers from other locals examined..... | 45 | 100.0 |
| Total number of those suffering from tuberculosis..... | 10 | 22.2 |

TABLE II.

Medical examinations for Local 35.

(a)

| | Number. | Per cent. |
|---|---------|-----------|
| Number of old members sent for examination..... | 144 | 100.0 |
| Number of tuberculosis cases..... | 44 | 30.5 |

(b)

| | | |
|---|-----|-------|
| Number of applicants for admission to the union examined..... | 805 | 100.0 |
| Number rejected on account of tuberculosis..... | 11 | 1.4 |
| Number rejected on account of advanced cardiac disease..... | 1 | .1 |
| Number rejected for infectious skin disease..... | 1 | .1 |
| Number held under observation..... | 9 | 1.1 |
| Number of applicants admitted..... | 783 | 97.3 |

TABLE III.

Condition and disposition of tubercular cases.

(a)

| | Number. | Per cent. |
|---|---------|-----------|
| Total number of old members sent for examination..... | 144 | 100.0 |
| Tubercular cases among them..... | 44 | 30.5 |
| Total number of tubercular cases examined..... | 44 | 100.0 |
| Noninfectious cases, with quiescent processes..... | 19 | 20.4 |
| Infectious cases, with active processes..... | 35 | 79.6 |

(b)

Disposition of the 35 tubercular workers.

| | |
|--|----|
| Sent out of town to Liberty and other places for medical and sanatorial treatment..... | 18 |
| Under treatment in New York City..... | 3 |
| Sent abroad..... | 3 |
| Left New York State to go West..... | 4 |
| At city sanatorium..... | 1 |
| In outdoor employment..... | 1 |
| Cases pending..... | 2 |
| Refused aid offered..... | 3 |

(c)

Present condition of tubercular members.

| | |
|---|----|
| Died..... | 3 |
| Not improved and not working..... | 27 |
| Improved and working in other trades..... | 4 |
| Improved and working in the cloak and skirt industry..... | 10 |

SIGNIFICANCE OF THE WORK OF THE BOARD.

The chief significance of the work of this organization, its main cause of success, lies apparently in the fact that its work is carried on by the interested parties, not by outsiders. No matter how good

¹ These were cases of arrested cured tubercular disease enjoying comparatively good health and able to work. They are, however, kept under medical inspection and compelled to report periodically for examination.

the work done by factory inspectors and labor departments, it is as yet impossible to eradicate the feeling of resentment on the part of the employers against interference of outsiders with what they call "their own business." Again, it is difficult to convince the employer of the benefits of factory inspection; it is harder, considering things as they are, to implant in the factory worker wholesome respect toward State factory inspection; and it is still more difficult to get their active cooperation.

The joint board of sanitary control has appealed to the employer, to his employees, and to the public. To the employer it has shown the benefits of cooperation, the advantages of an institution that represents him directly, and the results in sanitary reform that he may achieve. The workers have confidence in the work of the board because they consider it their own work, representing their own interests, employing some of the members of their own organization, and standing for their safety in factories and shops in which they work. The labor unions which represent the workers have members on the board, work in close cooperation with it, and have contributed an important part to the success of the board. Last, but not least, the public, through its representatives, has participated in the work of the board and contributed to the success of the work almost as much as each of the other two parties.

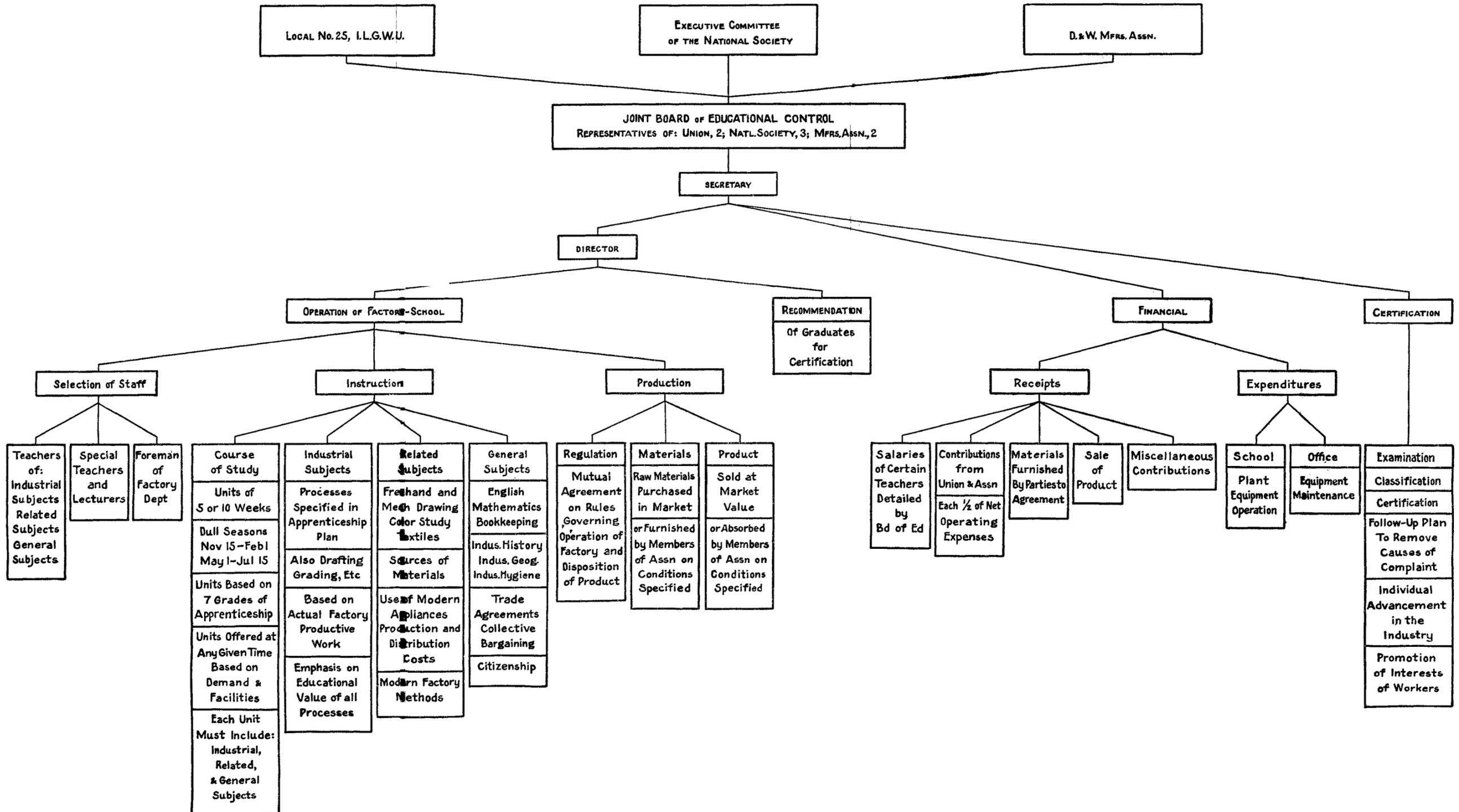
PLAN OF ORGANIZATION AND CONTROL FOR TRAINING WORKERS AND APPRENTICES

By JOINT AGREEMENT

LOCAL No. 25, I.L.G.W.U., AND D.&W. MFRS. ASSN. OF GREATER NEW YORK

PROPOSED BY THE

NATIONAL SOCIETY FOR THE PROMOTION OF INDUSTRIAL EDUCATION



APPENDIX B.

PROTOCOL OF PEACE IN THE KIMONO AND HOUSE-DRESS INDUSTRY OF NEW YORK CITY.¹

This protocol was signed on February 11, 1913. Its framers, judging from its contents, were ambitious. They contemplated the establishment of elaborate institutions. They were to have boards of sanitary control, arbitration, and grievances, as well as a wage-scale board. The latter was to make a comprehensive investigation of the entire industry for the purpose of setting minimum standards of wages and standardizing the processes of manufacture for fixing piece prices.

The boards of sanitary control and of arbitration, though the agreement has been in operation over a year, have not as yet been established. The wage-scale board was organized March 24, 1913. Up to February 1, 1914, it had held four meetings, but, for some reason or other, had not undertaken to achieve its main aim, namely, to make the investigation mentioned above. No complaints of any sort have been referred to or adjusted by this board.

COMPLAINTS ADJUSTED BY THE BOARD OF GRIEVANCES.

The board of grievances was organized March 8, 1913, and has held 14 regular meetings. During the first year of the existence of this agreement 26 complaints, or 11.7 per cent, of the total number of complaints filed were referred to this board. Twenty-five of these were satisfactorily adjusted. One-half of the cases adjusted by the board originated in shops belonging to contractors doing work for members of the association. Of these 11 were filed by the union and 2 by the association. The nature of the grievances in the cases of contractors was: Nonpayment for legal holidays, 4; discrimination, 3; cessation of work, 2; delay on the part of the employer to comply with adjustment, 1; interference with privileges of officials of the union (to visit the shop), 1.

The dispositions made by the board in the cases adjusted by it were as follows: In favor of association, 9 cases, or 34.6 per cent; in favor of the union, 6, or 23 per cent; compromised, 5, or 19.2 per cent; dropped, 5, or 19.2 per cent; no decision, 1, or 3.8 per cent. The case upon the disposition of which the board could reach no decision involved a union complaint to the effect that a member

¹ The text of this protocol will be found on p. 128.

of the manufacturers' association did not carry out the principle of the preferential union shop.

The following is a detailed tabulation, by nature of grievance and disposition, of the cases adjusted by this board:

DISPOSITION OF CASES ADJUSTED BY THE BOARD OF GRIEVANCES, FEBRUARY 11, 1913, TO FEBRUARY 11, 1914, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | |
|---|--------|------------------------|-----------------------|--------------|----------|--------------|
| | | Favor of union. | Favor of association. | Compromised. | Dropped. | No decision. |
| Discrimination..... | 4 | | 2 | 1 | 1 | |
| Nonpayment for legal holidays..... | 4 | 1 | | 2 | 1 | |
| Claims for wages due..... | 3 | 1 | 2 | | | |
| Nonunion help preferred..... | 3 | | | 1 | | 1 |
| Interference with conduct of factory ¹ | 2 | | | | 2 | |
| Cessation of work ¹ | 2 | | 1 | 1 | | |
| Sending work to nonunion contractor..... | 1 | 1 | | | | |
| Delay in complying with adjustment..... | 1 | 1 | | | | |
| Illtreatment of employees..... | 1 | | 1 | | | |
| Violations of overtime provisions..... | 1 | | 1 | | | |
| Interference with privileges of union officials..... | 1 | 1 | | | | |
| Unjustifiable discharge..... | 1 | | 1 | | | |
| Failure to pay tentative increases..... | 1 | 1 | | | | |
| Cutters under scale..... | 1 | | 1 | | | |
| Total..... | 26 | 6 | 9 | 5 | 5 | 1 |
| Per cent of total..... | 100 | 23 | 34.6 | 19.2 | 19.2 | 3.8 |

¹ Filed by the association.

COMPLAINTS ADJUSTED BY THE CLERKS.

The agreement specifically states that the union obligates itself to eliminate shop strikes in: (a) Establishments owned and operated by members of the association, and (b) establishments operated by contractors that do work for members of the association. The union is privileged to sign agreements with individual contractors, but on terms not essentially different from those specified in the protocol.¹

With reference to disputes arising between the union and contractors working for members of the association, the provision of the protocol (Sec. XIII) is as follows:

Should any dispute arise between the union and a contractor doing work for a member or members of the association, there shall be no stoppage of work being performed for such member or members of the association, but such matters in dispute, if the same can not be adjusted between the union and the contractor, shall be immediately referred to the board of grievances of the association, and their determination shall be rendered within five days from the date of the filing of such dispute with the association, and such determination shall be final.

Of the total number of cases adjusted by the clerks 37 per cent originated in shops belonging to contractors. Of the 31 nonpayment for holidays complaints adjusted by the clerks, 26 per cent were against such contractors, these employers, according to statements

¹ See copy of memorandum of agreement, p. 131.

of union officials, having made it the uniform practice to discontinue the work in their shops during weeks in which the specified holidays occurred in order to avoid paying their employees for such holidays.

One complaint out of every three was for alleged violation of the preferential union shop clause of the agreement; that is, members of the union, it was claimed, were not being given the promised preferences. Of 71 cases of this kind 12, or 17 per cent, were decided for the union. The bulk of such cases, over 70 per cent, were compromised, the manufacturer "promising to cooperate with the union" in organizing his help. Of these violations 85 per cent were chargeable to members of the association, while only 15 per cent were chargeable to their contractors.

The nature of grievances, as well as the specific disposition made by the clerks, are shown in the following table:

DISPOSITION OF CASES ADJUSTED BY THE CLERKS, FEB. 11, 1913, TO FEB. 11, 1914
BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | |
|---|--------|------------------------|--------------------------|---------------|----------|-------------|
| | | In favor of union. | In favor of association. | Com-promised. | Dropped. | With-drawn. |
| Preferring nonunion help..... | 71 | 12 | | 51 | 3 | 5 |
| Nonpayment for holidays..... | 31 | 8 | 1 | 1 | 20 | 1 |
| Discrimination..... | 29 | 2 | 3 | 8 | 15 | 1 |
| Unjustifiable discharge..... | 9 | 2 | 2 | 3 | 2 | |
| Claims for wages due..... | 8 | 3 | | 3 | 1 | 1 |
| Delay in complying with adjustments..... | 8 | 6 | | | 1 | 1 |
| Illtreatment of employees..... | 6 | | | 1 | 4 | 1 |
| Violations of hours of labor..... | 5 | 1 | 3 | | 1 | 1 |
| Nonpayment of tentative increases..... | 5 | 2 | | | 2 | 1 |
| Cessation of work ¹ | 5 | | 1 | | 1 | 3 |
| Reduction of settled prices..... | 3 | | | | 2 | |
| Disputes in settlement of prices..... | 3 | | | 3 | | |
| Violations of overtime provisions..... | 3 | 1 | | 1 | 1 | |
| Interference with privileges of union officials..... | 3 | 1 | | 1 | | 1 |
| Miscellaneous..... | 3 | 2 | 1 | | | |
| Interference with conduct of factory ¹ | 2 | | | | 2 | |
| Cutters under scale..... | 2 | | 1 | | 1 | |
| Total..... | 196 | 40 | 12 | 73 | 56 | 15 |
| Per cent of total..... | 100 | 20.4 | 6.1 | 37.2 | 28.5 | 7.6 |

¹ These were filed by the association.

The failure to enforce the preferential principle is, it is thought, responsible, to some extent, for the general lack of success of this agreement in accomplishing most of the purposes of its framers. A large part of this apparent weakness must be attributed to the fact that considerably less than one-half of those engaged in this industry, manufacturers as well as workers, are under this arrangement. General conditions, as well as the cost of labor, have not as yet been equalized as it was expected. In nonassociation shops, it is asserted, wages and general conditions are below those stipulated in the protocol. This allegation is partly substantiated by the fact that the membership of the manufacturers' association actually decreased

during the last few months. Members withdrawing from the association maintain that, in view of the low standards prevailing in the shops of their competitors outside of the association, they can not afford to retain membership and pay the scales of wages stipulated in the protocol.¹

The text of the protocol in the kimono and house-dress industry of New York City follows:

TEXT OF THE PROTOCOL.

PROTOCOL OF PEACE, entered into this eleventh day of February, 1913, between the International Ladies' Garment Workers' Union, the Wrapper, Kimono & House-Dress Makers' Union, Local No. 41, and the Amalgamated Ladies' Garment Cutters' Union, Local No. 10 (all hereinafter called the union), and the New York Association of House-Dress and Kimono Manufacturers (hereinafter called the association).

Both parties to this protocol are desirous of raising conditions in the industry and obtaining the equalization of standards of labor throughout the industry by peaceful and honorable methods. They recognize the value, to accomplish this end, of an organization representing the workers, in the industry, and of an organization representing the employers. They recognize also the value of an understanding or agreement between them with adequate machinery and institutions to enforce and carry out the principles of the understanding.

I. SANITARY CONDITIONS.

Both parties agree to create a joint board of sanitary control in all jurisdictional respects similar to the joint board of sanitary control now existing in the cloak and waist and dress industries, members of such board to be hereafter determined. The parties to this protocol obligate themselves to establish standards of sanitary conditions and to maintain such standards to the best of their ability.

II. ADJUSTMENT OF GRIEVANCES.

Both parties recognize the necessity for providing modern and peaceful methods for adjusting disputes and grievances. They agree to create a board of grievances to consist of six members, three chosen by the manufacturers and three by the union, with rules, regulations, and precedents now governing the board of grievances in the cloak industry, so far as they are practicably applicable in the house-dress and kimono industry.

III. PERMANENT PEACE.

The parties to this protocol agree that there shall be no strike or lockout concerning any matters in controversy or dispute, but such matters in controversy shall immediately be referred to the board of grievances for determination, and in the event of the failure of the board of grievances to agree, then to the board of arbitration. The determination of either of said boards shall be binding upon both parties to this protocol.

V. BOARD OF ARBITRATION.

The parties hereby establish a board of arbitration to consist of three members, composed of one nominee for the manufacturers, one nominee for the union, and one representative of the public, the latter to be agreed upon by both parties to this protocol or, in the event of their disagreement, by the two arbitrators selected by them.

¹ 98 per cent of the workers in this industry are females.

V. WAGES.

The parties agree that on account of the complicated conditions in the industry the many types of shops, the wide difference in the present earnings of the employees, it is advisable to postpone the creation of standards of wages until an opportunity of investigation is afforded both parties to this agreement. The parties agree that until such time as the wage-scale board shall fix standards of wages, that all operatives employed by the week who received less than twelve dollars per week, at the time of the declaration of the present strike, shall receive a tentative increase of ten (10) per cent: *Provided, however*, That such increase shall in no event be less per week than fifty cents per person nor more than one dollar, and that the increased wages shall not exceed twelve dollars; that all operatives employed by the piece shall receive a tentative increase of ten (10) per cent above the prices prevailing at the time of the declaration of the present strike: *Provided, however*, That such increase shall in no event be less per week than fifty cents per person. In order to insure the same tentative increase for pieceworkers upon new styles, there shall be a piece-price committee selected by the employees in each shop, and piece prices on new styles shall be settled by the employer and the chairman of the piece-price committee; should they be unable to agree, the work shall proceed without stoppage and the determination of the price to be paid for the work shall be referred to the wage-scale board and its decision shall be final; when the prices are fixed they shall relate back to the time of the beginning of the work; that all cutters who received less than eighteen dollars per week at the time of the declaration of the present strike shall receive a tentative increase of ten (10) per cent, provided such increase shall not be less per week than one dollar per person; that all cutters who received between eighteen dollars and twenty-five dollars at said time shall receive a tentative increase of five (5) per cent, provided such increased wages shall not exceed twenty-five dollars. It is agreed that up to January 1, 1914, or the sooner determination by the wage-scale board, no assistant cutters shall be employed, in addition to the number of assistant cutters employed at the time of the declaration of the present strike, at a salary of less than twelve dollars per week. If any employee received an increase in wages after December 1, 1912, such increase shall be included in the tentative increase hereinbefore specified. Should the wage-scale board fail to agree upon the standards, the tentative increases hereinbefore specified shall prevail until the standards are finally determined.

VI. WAGE-SCALE BOARD.

The parties hereby establish a wage-scale board to consist of six members, three to be nominated by the manufacturers and three by the union. Such board shall standardize the prices to be paid for piece and week work throughout the industry; it shall preserve data and statistics with a view to establishing as nearly practicable as possible a scientific basis for fixing of piece and week work prices throughout the industry that will insure a minimum wage, and at the same time permit reward for increased efficiency. It shall have full power and authority to appoint clerks or representatives, and its procedure so far as practicable shall be the same as now followed by the board of grievances in the cloak industry. It shall have full power and authority to settle all disputes over prices, make special exemptions where special exigencies arise, or a special scale is required.

Immediately after the signing of this protocol the wage-scale board shall make a complete and exhaustive examination into the existing rates paid for labor, the earnings of the operatives, and the classification of garments in the industry, and shall report in writing within three months from the date hereof the result of its labors. It shall be the duty of said wage-scale board to immediately thereafter act upon such report and establish a standard of wages for week and piece workers.

If the wage-scale board can not agree upon the standards, the matter shall be referred to the board of grievances; and if the board of grievances can not agree, the matter shall be referred to the board of arbitration.

VII. INDIVIDUAL CONTRACTS BETWEEN UNION AND EMPLOYER.

The union recognizes the moral obligation of every employer in the industry to belong to the manufacturers' association, and to contribute to the expense of the institutions created by the two parties for the uplift of the industry. It acknowledged the value of such an association in the maintenance of standards throughout the industry. Accordingly, all employers desiring to settle with the union in the pending strike shall be referred first to the association, and requested to apply for membership. If for any reason the association rejects their application, the grounds for such rejection shall be stated to the board of grievances. If any employer in the industry shall fail to join the association, and shall enter into an individual contract with the union, such contract shall in no respect be more favorable to the employer than the provisions of this protocol. The union agrees to lay before the board of grievances every original contract entered into between it and each and every individual employer, together with a true statement of the nature and amount of any security taken for the faithful performance of such contract.

VIII. EQUALIZATION OF STANDARDS.

Whether or not specifically referred to in any of the provisions of this protocol, the parties agree that it is essential that competition in the industry, so far as labor is concerned, shall be placed upon a plane of equality (making due allowance for difference in skill), and both parties to the full extent of their power shall establish such equality.

IX. THE PREFERENTIAL UNION SHOP.

The parties hereby accept the principles and the obligations of the "preferential union shop," as defined and understood in the cloak industry, and more fully described under that heading at pages 215-217 of Bulletin No. 98 of the United States Bureau of Labor.

The parties agree that on account of the peculiar conditions in this industry that the following shall prevail:

A. Within a radius of twenty-five miles of the city of New York, standard union conditions shall prevail inside the factories of the members of the association, as well as their outside contractors; and if a member of this association shall send work to a shop within said radius where standard union conditions do not prevail, then upon request of the union, such member or members of the association shall refrain from sending work to such shop or shops until standard union conditions shall prevail.

B. Outside of the said radius, the members of the association may send work to any shop or shops regardless of whether standard union conditions prevail or not, but if at any time a strike is declared in such locality by the union and at least one-half of the employees of such shop or shops respond to said strike, then the member of this association sending work to such shop or shops shall on demand from the said union refrain from sending further work to such shop or shops until standard union conditions prevail.

X. LEGAL HOLIDAYS.

Week workers shall receive payment for the following legal holidays and shall not be required to work:

Operatives: Washington's Birthday, Labor Day, and New Year's.

Cutters: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day.

XI. HOURS OF LABOR.

The weekly hours of labor shall consist of fifty hours in six working days, to wit, nine hours on all days except the sixth day, which shall consist of five hours only. Work shall not commence before 8 a. m., dinner between 12 and 1 p. m. If at any time the union shall agree to a working week consisting of more than fifty hours, then the working hours under this protocol shall be not less than the working hours stipulated under such agreement.

XII. OVERTIME.

Overtime shall be paid to week workers at the rate of one and one-half times. No overtime work shall be performed on Saturday or Sunday after 1 p. m.

XIII. CONTRACTORS.

No agreement made between the union and a contractor shall be more favorable to the contractor than the terms of this protocol. Every agreement made between the union and a contractor doing business for a member or members of the association shall be upon the same terms as contained in this protocol, except as to the preferential union shop.

Should any dispute arise between the union and a contractor doing work for a member or members of the association, there shall be no stoppage of work being performed for such member or members of the association, but such matters in dispute, if the same can not be adjusted between the union and the contractor, shall be immediately referred to the board of grievances of the association, and their determination shall be rendered within five days from the date of the filing of such dispute with the association, and such determination shall be final.

All employees of contractors doing work only for a member or members of the association shall be returned to work immediately provided such contractor or contractors shall sign an agreement similar to the terms of this protocol, excepting the preferential union shop.

XIV. MISCELLANEOUS.

No reduction shall be made from any employee's wages for the expense of power or machine used by the workers. The refraining from work on the 1st day of May, 1913, shall not be a violation of this protocol.

In witness whereof the parties have caused this instrument to be signed by their duly authorized officers the day and year first above written.

In presence of:

NEW YORK ASSOCIATION OF HOUSE-DRESS & KIMONO MANUFACTURERS,

By ISAAC GINSBERG, *President*.

MORRIS FEINE, *Secretary*.

INTERNATIONAL LADIES' GARMENT WORKERS' UNION,

By S. POLOKOFF, *First Vice President*.

JOHN DYCHE, *Secretary*.

TEXT OF AGREEMENT WITH INDIVIDUAL CONTRACTORS.

The following is a copy of the agreement uniformly used by the Wrapper, Kimono, and Dress Makers' Union in signing contracts with individual contractors doing work for members of the manufacturers' association.

MEMORANDUM OF AGREEMENT entered into this _____ day of _____ 1913, between _____ manufacturer _____ contractor of wrappers, kimonos, and house dresses doing business at _____ New York, and the Wrapper, Kimono, and House-Dress Makers' Union Local No. 41 of the International Ladies' Garment Workers' Union.

1. The weekly hours of labor shall consist of fifty (50) hours in six working days, to wit, nine hours on all days except the sixth day, which shall consist of five hours only. Work shall not commence before 8 a. m., dinner shall be between 12 a. m. and 1 p. m.

2. That during the continuance of this agreement the rates and scales of wages and prices shall be paid to the employees in accordance with the annexed price list. A list of all piece prices shall be made and hung up in a conspicuous place in the shop. All pieceworkers shall be furnished with small notebooks wherein the lot number of work delivered and prices attached shall be entered.

3. Overtime shall be paid to week workers at the rate of double time.

4. No reduction shall be made from any employee's wages for the expense of power or machine used by the workers. Week workers shall receive payment for the following legal holidays and not be required to work: Labor Day, Lincoln's Birthday, and New Year's.

5. No one part of work shall be made by two systems, meaning week and piece work.

6. The manufacturer agrees to employ only union members who are in good standing with the Wrappers, Kimonos, and House-Dress Makers' Union Local No. 41.

7. In case any trouble arises in a shop which can not be properly adjusted between the firm and shop chairman, no stoppage of work shall be made until such trouble is settled between the firm and a union representative. A representative of the union shall have the right to visit the shop to impart information to the employees and to ascertain whether the agreement is carried out.

8. No discrimination shall be made against members of the union for union activity.

9. It is further agreed that the employer will maintain proper sanitary and safe conditions in said place of employment. Same sanitary conditions shall be maintained in the outside as well as inside shops. It is agreed that no work shall be given out to be made in private dwellings or tenements.

10. The firm may if they so see fit, employ outside contractors, provided, however, that the contractors shall be registered with the union and employ members of the union in the manner as heretofore mentioned. Prices of work shall be same as in inside shops and in other ways follow out the provisions of this agreement. It is further stipulated and agreed that the firm agrees to pay the wages of any and all of the employees of its contractors, should any employee of its contractors fail to receive wages in full.

11. It is further agreed that work shall be distributed equally between the inside employees and those working for the outside contractors.

12. It is agreed that no manufacturer or contractor, etc., will at any time during the continuance of this agreement enter into individual agreements with any of its employees nor shall any cash or any other form of security be accepted by them.

13. It is further agreed that the wages shall be paid in cash on a specific day every week, the said clause to apply to piece or week workers, inside or outside shops.

14. The refraining from work on the first day of May shall not be a violation of this contract.

15. Children under 16 shall not be employed in the making of garments.

16. The parties hereto agree to comply with all the conditions and obligations assumed which shall be binding upon them for a period of one year from the date hereof.

17. In witness whereof we have hereunto set our hands and seals.

_____ [L. s.]

(For the firm.)

_____ [L. s.]

(For the union.)

APPENDIX C.

PROTOCOL OF PEACE, entered into this 8th day of March, 1913, between the International Ladies' Garment Workers' Union, the Misses' and Children's Dress Makers' Union, Local No. 50, and the Amalgamated Ladies' Garment Cutters' Union, Local No. 10 (all hereinafter called the union), and the Children's Dress Manufacturers' Association (hereinafter called the association).

Both parties to this protocol are desirous of raising conditions in the industry, and obtaining the equalization of standards of labor throughout the industry by peaceful and honorable methods. They recognize the value, to accomplish this end, of an organization representing the workers in the industry, and of an organization representing the employers. They recognize also the value of an understanding or agreement between them with adequate machinery and institutions to enforce and carry out the principles of the understanding.

I. SANITARY CONDITIONS.

Both parties agree to create a joint board of sanitary control, members of such board to be hereafter determined. The parties to this protocol obligate themselves to establish standards of sanitary conditions and to maintain such standards to the best of their ability.

II. ADJUSTMENT OF GRIEVANCES.

Both parties recognize the necessity for providing modern and peaceful methods for adjusting disputes and grievances. They agree to create a board of grievances to consist of eight members, four chosen by the manufacturers and four by the union, with rules, regulations, and precedents now governing the board of grievances in the cloak industry, so far as they are practicably applicable in the misses', children's, and infants' dress industry.

III. PERMANENT PEACE.

The parties to this protocol agree that there shall be no strike or lockout concerning any matters in controversy or dispute, but such matters in controversy shall immediately be referred to the board of grievances for determination, and, in the event of the failure of the board of grievances to agree, then to the board of arbitration. The determination of either of said boards shall be binding upon both parties to this protocol.

IV. BOARD OF ARBITRATION.

The parties hereby establish a board of arbitration to consist of three members, composed of one nominee for the association, one nominee for the union, and one representative of the public, the latter to be agreed upon by both parties to this protocol, or in the event of their disagreement, by the two arbitrators selected by them.

V. HOURS OF LABOR.

The weekly hours of labor shall consist of fifty hours in six working days, to wit, nine hours on all days except the sixth, which shall consist of five hours only. Work shall not commence before 8 a. m., dinner between 12 and 1 p. m. If at any time the union shall agree with any other industry manufacturing ladies', misses', chil-

dren's, or infants' garments, to a working week in the city of New York consisting of more than fifty hours, then the working hours under this protocol shall be no less than the working hours stipulated under such agreement.

VI. WAGES.

The parties agree that on account of the complicated conditions in the industry, the many types of shops, the wide difference in the present earnings of the employees, it is advisable to postpone the creation of standards of wages until an opportunity of investigation is afforded both parties to this agreement. The parties agree that until such time as the wage-scale board shall fix standards of wages, that all operatives employed by the week who now receive ten (\$10) dollars or less per week shall receive a tentative increase of fifty (50) cents upon the resumption of work and fifty (50) cents on the 1st day of July, 1913. That all operatives employed by the piece shall receive a tentative increase proportionate in each shop to the time lost by the reduction of the working week to fifty hours, but each pieceworker shall receive an increase of at least five (5) per cent. In order to insure the same tentative increase for pieceworkers upon new styles, there shall be a piece-price committee selected by the employees in each shop, and piece prices on new styles shall be settled by the employer and the chairman of the piece-price committee; should they be unable to agree, the work shall proceed without stoppage and the determination of the price to be paid for work shall be referred to the wage-scale board, and its decision shall be final; when the prices are fixed they shall relate back to the time of the beginning of the work. That all cutters who receive less than twelve (\$12) dollars per week shall receive a tentative increase of fifty (50) cents upon the resumption of work and fifty (50) cents on the 1st day of July, 1913, and all cutters who now earn between twelve (\$12) dollars and eighteen (\$18) dollars per week shall receive a tentative increase of one (\$1) dollar upon the resumption of work. It is agreed that up to January 1, 1914, or the sooner determination by the wage-scale board, no new apprentice shall be employed in the cutting department in the cutting of garments at less than nine (\$9) dollars per week.

If any employee received an increase in wages since December 25, 1912, such increase shall be included in and considered a part of the tentative increases hereinbefore specified, the intent being that only such employees whose wages have not been increased since December 25, 1912, shall receive the tentative increases aforesaid. Should the wage-scale board fail to agree upon the standards the tentative increases hereinbefore specified shall prevail until the standards are finally determined.

VII. WAGE-SCALE BOARD.

The parties hereby establish a wage-scale board to consist of eight members, four to be nominated by the manufacturers and four by the union. Such board shall standardize the prices to be paid for piece and week work throughout the industry; it shall preserve data and statistics with a view to establishing as nearly practicably as possible a scientific basis for fixing of piece and week work prices throughout the industry that will insure a minimum wage, and at the same time permit reward for increased efficiency. It shall have full power and authority to appoint clerks or representatives, and its procedure so far as practicable shall be the same as now followed by the board of grievances in the cloak industry. It shall have full power and authority to settle all disputes over prices, make special exemptions where special exigencies arise, or a special scale is required. In case of any dispute over piece prices, the wage-scale board shall send its representatives to adjust such dispute within three days after complaint is filed, and if the representatives of the wage-scale board can not agree, the same shall be heard and determined by the wage-scale board within five days thereafter.

Immediately after the signing of this protocol the wage-scale board shall make a complete and exhaustive examination into the existing rates paid for labor, the earnings of the operatives, and the classification of garments in the industry, and shall report in writing within six months from the date hereof the result of its labors. It shall be the duty of said wage-scale board to immediately thereafter act upon such report and establish a standard of wages for week and piece workers.

If the wage-scale board can not agree upon the standards, the matter shall be referred to the board of grievances, and if the board of grievances can not agree, the matter shall be referred to the board of arbitration.

The wage-scale board shall establish a rule that if more than twenty-five (25) per cent of the business of any member of the association consists in the manufacture of misses' dresses, such member of the association shall employ at least one full-fledged cutter at no less than twenty-five (\$25) dollars per week.

VIII. EQUALIZATION OF STANDARDS.

Whether or not specifically referred to in any of the provisions of this protocol, the parties agree that it is essential that competition in the industry, so far as labor is concerned, shall be placed upon a plane of equality (making due allowance for difference in skill), and both parties to the full extent of their power shall establish such equality.

IX. INDIVIDUAL CONTRACTS BETWEEN UNION AND EMPLOYER.

The union recognizes the moral obligation of every employer in the industry to belong to the manufacturers' association, and to contribute to the expense of the institutions created by the two parties for the uplift of the industry. It acknowledges the value of such an association in the maintenance of standards throughout the industry. Accordingly, all employers desiring to settle with the union in the pending strike shall be referred first to the association, and requested to apply for membership. If for any reason the association rejects their application, the grounds for such rejection shall be stated to the board of grievances. If any employer in the industry shall fail to join the association, and shall enter into an individual contract with the union, such contract shall in no respect be more favorable to the employer than the provisions of this protocol. The union agrees to lay before the board of grievances every original contract entered into between it and each and every individual employer, together with a true statement of the nature and amount of any security taken for the faithful performance of such contract.

X. THE PREFERENTIAL UNION SHOP.

The parties hereby accept the principles and the obligations of the "preferential union shop," as defined and understood in the cloak industry, and more fully described under the heading at pages 215-217 of Bulletin No. 98 of the United States Bureau of Labor.

XI. CONTRACTORS.

The manufacturer may employ outside contractors, provided, however, that the manufacturer shall disclose to Local No. 50 the names and addresses of such contractors, if their factories are within Greater New York. The manufacturer stipulates that he will not send any work to contractors within Greater New York who do not maintain in their factories the same conditions as are herein provided for. It is agreed that no work shall be sent to any factory within a radius of twenty-five miles from New York City where there is a strike called by the union, unless the factory has maintained the same conditions as are herein provided for.

No agreement made between the union and a contractor shall be more favorable to the contractor than the terms of this protocol. Every agreement made between the union and a contractor employed by a member of the association shall be upon the same terms as contained in this protocol, except as to the preferential union shop.

Should any dispute arise between the union and a contractor doing work for a member of the association, there shall be no stoppage of work being performed for such member of the association, but such matters in dispute, if the same can not be adjusted between the union and the contractor, shall immediately be referred to the board of grievances of the association, and their determination shall be rendered within five days from the date of the filing of such dispute with the association, and such determination shall be final.

All employees of a contractor doing work for a member of the association shall be returned to work immediately, provided such contractor shall sign an agreement similar to the terms of this protocol, excepting the preferential union shop.

XII. LEGAL HOLIDAYS.

The association shall grant such holidays to operatives and cutters as shall be determined by the board of arbitration created under the protocol entered into between the union and the Dress and Waist Manufacturers' Association, dated the 18th day of January, 1913, provided, however, that in no event shall said holidays exceed three for operatives and ten for cutters.

XIII. SUBCONTRACTORS.

All inside subcontracting shall be abolished.

XIV. MISCELLANEOUS.

No work shall be given out to be made in tenements. No reduction shall be made from any employee's wages for the expense of power or machines used by the workers. The refraining from work on the 1st day of May shall not be a violation of this protocol.

In witness whereof, the parties have caused this instrument to be signed by their duly authorized officers the day and year first above written.

In presence of:

HARRY M. MARKS.

THE CHILDREN'S DRESS MANUFACTURERS' ASSOCIATION.

By A. M. CERF, *President*.

THE INTERNATIONAL LADIES' GARMENT WORKERS' UNION.

By L. LEFKOWITZ, *Vice President*.

SAUL ELSTEIN,

(For Local 50 and Local 10, I. L. G. W. U.)

LEGAL HOLIDAYS.

Week workers shall receive payment for the following legal holidays and shall not be required to work:

Operatives: New Year's Day, Washington's Birthday, and Labor Day.

Cutters: New Year's Day, Washington's Birthday, Decoration Day, Labor Day, and Thanksgiving Day.

APPENDIX D.

COLLECTIVE AGREEMENT OF 1913 IN THE WHITE-GOODS (LADIES' UNDERWEAR) INDUSTRY OF NEW YORK CITY.¹

CLASSIFICATION AND DISPOSITION OF GRIEVANCES.

A total of 492 complaints were filed by the union during the first year of the existence of this agreement. None were filed by the manufacturers' association.

Of the complaints filed 87 per cent were adjusted by the clerks; the remaining 13 per cent were referred to the board of grievances. No cases were adjusted through arbitration.

The records of dispositions made for the last six months are incomplete. It is a known fact that the cases have been satisfactorily adjusted, but the records do not give specific designations of the dispositions made. The dispositions of 239 cases were ascertained. Most of these were filed and adjusted during the months of February to July, 1913. The following table shows the disposition of these cases according to classified grievances:

ADJUSTMENT OF GRIEVANCES ACCORDING TO COLLECTIVE AGREEMENT OF 1913 IN
THE WHITE-GOODS INDUSTRY OF NEW YORK CITY, FEBRUARY TO AUGUST, 1913,
BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total cases re- corded. | Nature of disposition. | | | | | | | | | |
|--|----------------------------|------------------------|---------------|-----------------------|---------------|--------------|---------------|--------------|---------------|-----------------|---------------|
| | | Favor of union. | | Favor of association. | | Compromised. | | Dropped. | | With- drawn. | |
| | | Num- ber. | Per- cent. | Num- ber. | Per- cent. | Num- ber. | Per- cent. | Num- ber. | Per- cent. | Num- ber. | Per- cent. |
| Discrimination (for union activ- ity)..... | 74 | 5 | 6.8 | 55 | 74.3 | 8 | 10.8 | ..... | ..... | 6 | 8.1 |
| Violation of hours of labor..... | 22 | 4 | 18.2 | 10 | 45.5 | 6 | 27.3 | ..... | ..... | 2 | 9.1 |
| Reduction of stipulated prices..... | 20 | 4 | 20.0 | 10 | 50.0 | 2 | 10.0 | 1 | 5.0 | 3 | 15.0 |
| Discrimination in distribution of work..... | 17 | ..... | ..... | 8 | 47.1 | 1 | 5.9 | 1 | 5.9 | 7 | 41.2 |
| Refusal to pay stipulated increases. Paying learners under agreed scale..... | 16 | ..... | ..... | 7 | 43.8 | 9 | 56.3 | ..... | ..... | ..... | ..... |
| Dispute in settlement of prices..... | 14 | 6 | 42.9 | 5 | 35.7 | 2 | 14.3 | ..... | ..... | 1 | 7.1 |
| Complaints outside of provisions of agreement..... | 12 | 3 | 25.0 | 4 | 33.3 | 2 | 16.7 | ..... | ..... | 3 | 25.0 |
| Miscellaneous..... | 12 | 6 | 50.0 | 6 | 50.0 | ..... | ..... | ..... | ..... | ..... | ..... |
| Violation of legal-holiday provi- sion..... | 10 | 1 | 10.0 | 5 | 50.0 | 1 | 10.0 | 1 | 10.0 | 2 | 20.0 |
| Charges for electric power..... | 9 | 7 | 77.8 | 2 | 22.2 | ..... | ..... | ..... | ..... | ..... | ..... |
| Refusal to pay double for over- time..... | 6 | 1 | 16.7 | 1 | 16.7 | 2 | 33.3 | ..... | ..... | 2 | 33.3 |
| Violation of weekly wage scale..... | 5 | 2 | 40.0 | 1 | 20.0 | 1 | 20.0 | ..... | ..... | 1 | 20.0 |
| Refusal to cooperate in strength- ening of union..... | 4 | ..... | ..... | 2 | 50.0 | 2 | 50.0 | ..... | ..... | ..... | ..... |
| Payment of wages by check..... | 4 | ..... | ..... | 3 | 75.0 | 1 | 25.0 | ..... | ..... | ..... | ..... |
| Violation of minimum scale for pieceworkers..... | 3 | ..... | ..... | ..... | ..... | 3 | 100.0 | ..... | ..... | ..... | ..... |
| Unsanitary shops..... | 3 | ..... | ..... | 2 | 66.7 | ..... | ..... | ..... | ..... | 1 | 33.3 |
| Claim for wages due..... | 2 | ..... | ..... | 1 | 50.0 | 1 | 50.0 | ..... | ..... | ..... | ..... |
| Work done in tenement houses..... | 2 | 2 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Irregular pay day..... | 2 | 1 | 50.0 | 1 | 50.0 | ..... | ..... | ..... | ..... | ..... | ..... |
| Dual system of work..... | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Total..... | 239 | 43 | 18.0 | 124 | 51.9 | 41 | 17.2 | 3 | 1.3 | 28 | 11.7 |

¹ The ratio of males to females in this industry is approximately 5 to 95. Men exclusively are employed at cutting. Most of the women are employed at occupations requiring no skill nor much experience. Immigrant girls enter this industry as a preparatory step in joining the forces of the dress and waist industry where the skill is somewhat higher and wages better.

The grievance complained of most frequently is discrimination for union activity. Only 6.8 per cent of these complaints were decided in favor of the complainant, the union. This relatively small percentage of favorable decisions can be accounted for by the fact that the agreement, unlike most of the agreements in the needle trades of New York City, does not in any way specify that the rights of the employers with reference to the hiring and discharging of workers are in any way modified. Section 7 of the agreement merely declares that the manufacturers' association believes "that those who enjoy the benefits of the union shall share in its burdens * * * that to this end a strong organization of the employers and a strong union are necessary, each working to strengthen the other."¹

The agreement does not specify precisely how this moral obligation of the employers is to be fulfilled. As can readily be seen from an examination of complaints of discrimination for union activity (74 per cent of which were decided adversely to the complainant), the association insisted upon its right of discharge irrespective of motive. In this position the association, apparently, was upheld by the adjustment agencies.

The union also filed 17 complaints of discrimination through unequal distribution of work. None of these were adjudicated in favor of the union.

The complaints of violations of legal-holiday provisions, chiefly failure on the part of the employer to pay for specified legal holidays, met with a relatively high percentage of favorable adjustments, 7 out of 9, or 77.8 per cent. In two complaints of claims for wages due and one of irregular pay day the union secured a percentage of favorable decisions of 100.

The 239 recorded cases were disposed of as follows: In favor of association, 124 cases, or 51.9 per cent; in favor of union, 43, or 18 per cent; compromised, 41, or 17.2 per cent; withdrawn, 28, or 11.7 per cent; dropped, 3, or 1.3 per cent.

In the 10 grievances complained of most frequently—206 complaints, or 86.2 per cent of the total analyzed—the complainant, the union, secured an average percentage of favorable decisions of 17.5.

TEXT OF COLLECTIVE AGREEMENT.

MEMORANDUM OF AGREEMENT entered into this 17th day of February, 1913, between Cotton Garment Manufacturers of New York (Inc.), party of the first part, and the Underwear and White Goods Workers' Union, Local No. 62, of the International Ladies' Garment Workers' Union, and the International Ladies' Garment Workers' Union, parties of the second part, witnesseth:

1. The party of the first part stipulates that every member of the said party of the first part who is in the muslin-underwear and white-goods business will comply with the terms of this contract.

¹ The union filed during the first six months four complaints of refusal of firm to cooperate in the strengthening of the union. Three of these were decided adversely to complainant.

2. The weekly hours of labor shall consist of fifty (50) hours in six working days, to wit, nine hours on all days except the sixth day, which shall consist of five hours only. Work shall not commence before 8 a. m. Dinner shall be between 12 m. and 1 p. m.

3. All piece prices shall be settled between the firm and a committee of not less than three nor more than five from the shop representing the employees and representing, as far as possible, different kinds of work; but for the present and until the wage board, hereinafter created, reports and fixes a standard price for an hour of employment, this shop committee shall not act, except in settling prices on garments upon which the prices have not been fixed, but that all piece and week work shall proceed upon the basis of increases, as hereinafter provided. A list of all piece prices shall be made and hung up in a conspicuous place in the shop. All piece-workers shall be furnished with small notebooks, wherein the lot number of work delivered and prices attached shall be entered.

4. Overtime shall be paid to week workers at the rate of double time.

5. No reduction shall be made from any employees' wages for the expense of power or machine used by the workers. Week workers shall receive payment for the following legal holidays and not be required to work Labor Day, Washington's Birthday, and New Years.

6. No one part of work shall be made by two systems—meaning piece or week work—on the same kind of machines; but the employer may have 10 per cent of his entire operating force, in addition to those already engaged in doing that part of work—employed by the piece or week—as he sees fit.

7. The Cotton Garment Manufacturers of New York (Inc.) in entering upon this agreement with the Underwear and White Goods Workers' Union, Local No. 62, of the International Ladies' Garment Workers' Union, and with the International Ladies' Garment Workers' Union, believe that those who enjoy the benefits of the union shall share in its burdens. Both parties agree that in order to maintain fair competition in the industry the conditions of work shall be equalized and the cost of labor standardized; * * * that to this end a strong organization of the employers, and a strong union are necessary, each working to strengthen the other. The union pledges itself that, in order to carry out in good faith the spirit of the agreement, any contract with shops or firms not members of the association will specify conditions at least equal to the terms of this agreement.

8. No workers in the employ of the manufacturer shall when employed by the week receive a wage of less than five (\$5) dollars for a full week's work.

9. All workers employed by the manufacturer by the week shall receive an increase in wage of one (\$1) dollar per week.

10. All workers employed by the manufacturer and heretofore paid by the piece shall receive an increase equal to ten (10) per cent of the amount earned. This increase shall continue only until the wage board shall report a basis of prices for each kind of work, and then the increase of ten (10) per cent shall cease and prices shall be adjusted upon the basis of twenty (20) cents for an hour of an average experienced worker. The classification shall be determined by a wage board, to consist of four representatives of each of the parties hereto, which board shall report not later than April 1, 1913. Said board shall continue throughout the period of this contract, and make a study of prices with a view to creating standards and uniformity in the industry.

11. Each of the parties hereto shall forthwith appoint four representatives, and the eight persons so appointed shall constitute a board for the hearing and determination of all claims arising hereunder between the manufacturer and his employees or between the parties hereto. The determination of this board on all matters shall be conclusive upon the parties hereto. In the event there is equal division

of opinion between the members of the board the matter in dispute shall, from time to time, be submitted for determination to three persons, one of whom shall be chosen by each of the parties hereto, and which two shall choose an umpire, and the determination of two of the three arbitrators shall be binding upon the parties hereto.

12. It is further agreed that the employer will maintain proper sanitary and safe conditions in his place of employment. Same sanitary conditions shall be maintained in outside as well as inside shops within Greater New York. It is agreed that no work shall be given out to be made in tenements; the manufacturers shall have six months' time to comply with this provision.

13. The manufacturer may employ outside contractors: *Provided, however,* That the manufacturer shall disclose to Local No. 62 the names and addresses of such contractors if their factories are within Greater New York. The manufacturer stipulates that he will not send any work to contractors within Greater New York who do not maintain in their factories the same conditions as are herein provided for. It is agreed that no work shall be sent to any factory within a radius of twenty-five miles from New York City where there is a strike called by the parties of the second part unless the factory has maintained the same conditions as are herein provided for.

14. It is further agreed that the wages shall be paid in cash on a specific day every week, the said clause to apply to piece or week workers, inside or outside shops. It is agreed that the strikers shall be returned to work and given their former places.

15. The refraining from work on the first day of May shall not be a violation of this contract.

16. Children under sixteen shall not be employed in the making of garments.

17. It is further agreed that there shall be no stoppage of work or strike or lock-out pending the determination of any complaints or grievances hereunder throughout the entire period of this contract.

18. It is further agreed that six months prior to the expiration of this contract a conference shall be had between the parties hereto for the purpose of considering any necessary changes.

19. The parties hereto agree to comply with all the conditions and obligations assumed, which shall be binding upon them for a period of two years from the date hereof.

In witness whereof we have hereunto set our hands and seals the day and year first above written.

| | |
|---|---------|
| COTTON GARMENT MANUFACTURERS OF NEW YORK (INC.), | |
| By A. S. ISESON, <i>President.</i> | [L. s.] |
| UNDERWEAR AND WHITE GOODS WORKERS' UNION, LOCAL No 62 | |
| OF THE INTERNATIONAL LADIES' GARMENT WORKERS' UNION. | |
| By ROSE SCHNEIDERMAN, <i>President, Local 62.</i> | [L. s.] |
| INTERNATIONAL LADIES' GARMENT WORKERS' UNION, | |
| By JOHN A. DYCHE, <i>General Secretary-Treasurer.</i> | [L. s.] |

It is agreed that all of the provisions hereof shall apply to members of Local No. 10, cutters, save that the cutters shall have ten legal holidays and that the compensation of cutters earning between \$6 and \$12 shall be increased \$1, and those earning above \$12 shall receive an increase of \$2, up to \$24; those earning \$24 shall receive \$25. It is further agreed that no new person shall be employed in the cutting department in the cutting of garments during the period of this contract at less than \$9 per week.

COTTON GARMENT MANUFACTURERS OF NEW YORK.
A. S. ISESON, *President.*
JOHN F. PIERCE (for Local No. 10, Cutters' Union).

APPENDIX E.

CONCILIATION, ARBITRATION, AND SANITATION IN THE CLOAK, SUIT, AND SKIRT INDUSTRY OF BOSTON, MASS.

For more than two weeks during the month of March, 1913, conferences were held by manufacturers in Boston to discuss methods of settling the strike of their employees for increases in wages, a shorter workday, and better sanitary conditions. While this strike was in progress a committee appointed by the manufacturers' association visited New York City to investigate and report on the general workings of the protocol of peace of September 2, 1910, in the cloak industry of that city.

This committee was so impressed with the workings of the New York agreement that it decided to report the advisability of trying out such an agreement in the cloak industry of Boston. Acting upon the report of this committee the Boston manufacturers signed the treaty of peace herein described, which went into effect on March 8, 1913.

The Boston agreement was modeled, almost in its entirety, after the New York protocol, though, as a matter of fact, one of the principal features of the New York protocol, the joint board of sanitary control, has not as yet been established in Boston.

During the first year of the operation of this agreement the successful working of its machinery, particularly with reference to the adjustment of arising grievances, contributed greatly to the formation of better relations between the employers and employees in the industry.

ADJUSTMENT OF GRIEVANCES.

A total of 241 complaints were made during the first year of the existence of this arrangement. Of these 238 were filed by the union and 3 by the Manufacturers' Association.

The following numbers were filed each month:

NUMBER OF COMPLAINTS FILED MARCH, 1913, TO FEBRUARY, 1914, BY MONTHS.

| Month. | Number. | Month. | Number. |
|-----------------|---------|----------------|---------|
| 1913. | | 1913. | |
| March | 6 | November | 7 |
| April | 36 | December | 13 |
| May | 44 | | |
| June | 28 | 1914. | |
| July | 28 | January | 19 |
| August | 7 | February | 31 |
| September | 12 | | |
| October | 10 | Total | 241 |

Of these complaints 234 were satisfactorily adjusted, 94.1 per cent of these adjustments being made by the clerks while the remainder, 5.9 per cent or 14 cases, were referred to and adjusted by the board of grievances of the industry.

CASES ADJUSTED BY THE CLERKS.

Among the complaints adjusted by the clerks the grievances complained of most frequently were: Preferring non-union help, 72 cases; unequal division of work, 42; alleged wrongful discharge, 28; dispute in price making, 27; underscale payment, 17; and discrimination against individuals, 11. These six classifications constituted a total of 197 cases or 89.5 per cent of the total number adjusted by the clerks. The remaining 10.5 per cent embraced 12 separate classifications in each of which there were between one and five complaints. The following table shows the disposition of cases of each class adjusted by the clerks:

DISPOSITION OF CASES ADJUSTED BY THE CLERKS, MAR. 8, 1913 TO MAR. 8, 1914, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | | | | | | |
|--|------------------|------------------------|-----------|-----------------------|-----------|--------------|-----------|----------|-----------|------------|-----------|
| | | Favor of union. | | Favor of association. | | Compromised. | | Dropped. | | Withdrawn. | |
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Preferring nonunion help..... | 72 | 65 | 90.3 | | | | | 4 | 5.6 | 3 | 4.2 |
| Unequal division of work..... | 42 | 17 | 40.5 | 6 | 14.3 | 10 | 23.8 | 6 | 14.3 | 3 | 7.1 |
| Alleged wrongful discharge..... | 28 | 4 | 14.3 | 7 | 25.0 | 3 | 10.7 | 7 | 25.0 | 7 | 25.0 |
| Dispute in price making..... | 27 | | | 6 | 22.2 | 19 | 70.4 | 2 | 7.4 | | |
| Underscale payment..... | 17 | 6 | 35.3 | 2 | 11.8 | 1 | 5.9 | 8 | 47.1 | | |
| Discrimination against individ- uals..... | 11 | 2 | 18.2 | 1 | 9.1 | 3 | 27.3 | 4 | 36.4 | 1 | 9.1 |
| Pressers working by piece..... | 5 | 3 | 60.0 | 2 | 40.0 | | | | | | |
| Compelling work on unsettled garments ¹ | 3 | | | 1 | 33.3 | 1 | 33.3 | | | 1 | 33.3 |
| Changing system from week to piece..... | 2 | 1 | 50.0 | | | | | 1 | 50.0 | | |
| Cessation of work ² | 2 | | | 2 | 100.0 | | | | | | |
| Sample makers work on stock..... | 2 | 1 | 50.0 | 1 | 50.0 | | | | | | |
| Employer doing his own pressing "Corporation system" (men work in sets)..... | 2 | 2 | 100.0 | | | | | | | | |
| Samples made by piece..... | 1 | | | 1 | 100.0 | | | | | | |
| Reduction of piece prices..... | 1 | | | 1 | 100.0 | | | | | | |
| Discrimination in favor of outside shop..... | 1 | | | 1 | 100.0 | | | | | | |
| Employer doing his own cutting..... | 1 | 1 | 100.0 | | | | | | | | |
| Claim for wages due..... | 1 | 1 | 100.0 | | | | | | | | |
| Total..... | ³ 220 | 103 | 46.8 | 33 | 15.0 | 37 | 16.8 | 32 | 14.5 | 15 | 6.8 |

¹ According to agreement men may refuse to work before price is settled.

² Filed by the association.

³ Seven cases are pending; 14 referred to board of governors, making total of 241.

The most frequent single complaint was that of preferring nonunion help, 72 cases, or about one-third of the total number of complaints adjusted by the clerks. The percentage of decisions favorable to the complainant in this classification was rather high, 90.3 per cent of

these complaints having been decided in favor of the union.¹ The relatively high percentage of favorable decisions in these complaints should be noted with special reference to the fact that in the dress and waist industry of the same city, under a similar agreement, of 14 such complaints none were decided in favor of the complainant.

In complaints of alleged wrongful discharge and of discrimination against individuals the percentages of decisions in favor of the complainant were 14.3 and 18.2, respectively, the lowest "scores" made by the union in any of its more or less important grievances.

Some of the grievances complained of by the union would tend to show the existence in the city of Boston of manufacturing of cloaks and suits on a very small scale. Two complaints were filed of the employer doing his own pressing, and one of the employer doing his own cutting. In view of the fact that less than 40 firms are engaged in the manufacturing of cloaks and suits in the city of Boston, such complaints show a scale of manufacturing almost entirely unknown in New York City.

The 220 cases adjusted by the clerks were disposed of in the following manner: In favor of union, 46.8 per cent; compromised, 16.8 per cent; in favor of association, 15 per cent; dropped, 14.5 per cent; withdrawn, 6.8 per cent.

CASES ADJUSTED BY THE BOARD OF GRIEVANCES.

Of the 14 cases adjusted by the board 4 were complaints of alleged wrongful discharge, 3 of underscale payment, 3 of nonprotocol conditions, and 2 of violation of hours of labor. Only 1 of the 14 cases adjusted by the board was filed by the association; this was a complaint of interference with conduct of factory and was decided in favor of the complainant. The following table shows the disposition of cases adjusted by the board:

DISPOSITION OF CASES ADJUSTED BY THE BOARD OF GRIEVANCES MAR. 8, 1913, TO MAR. 8, 1914, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | |
|---|--------|------------------------|-------------------|--------------|----------|-------------|
| | | Favor of union. | Favor of associa- | Compromised. | Dropped. | With-drawn. |
| Alleged wrongful discharge..... | 4 | 2 | | 1 | 1 | |
| Underscale payment..... | 3 | 3 | | | | |
| Nonprotocol conditions..... | 3 | | 1 | | 2 | |
| Violation of hours of labor..... | 2 | | | | 2 | |
| Unequal distribution of work..... | 1 | 1 | | | | |
| Interference with conduct of factory ² | 1 | | 1 | | | |
| Total..... | 14 | 6 | 2 | 1 | 5 | |
| Percentage..... | 100.0 | 42.9 | 14.3 | 7.1 | 35.7 | |

¹ When officials of the union find a nonunion worker employed in a shop belonging to a member of the association, the party to the protocol, the union usually files a complaint of preferring nonunion help. Complaints of this kind are also filed when members of the union that work in association shops refuse to pay their dues. A decision for the union in such cases virtually means that the employer requests the worker to join the union or to become a member in good standing.

² Filed by the association.

By general disposition groups, the cases referred to the board were adjusted as follows: In favor of union, 42.9 per cent; dropped, 35.7 per cent; in favor of association, 14.3 per cent; compromised, 7.1 per cent. None of the cases referred to this board were withdrawn.

TEXT OF THE PROTOCOL.

PROTOCOL OF AGREEMENT entered into this 8th day of March, 1913, between The Boston Ladies' Garment Manufacturers' Association (hereinafter called the "manufacturers") and The International Ladies' Garment Workers' Union (representing The Cloak and Skirt Makers' Union, Local No. 56; Pressers' Union, Local No. 12, and Cutters' Union, Local No. 73; 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, and it is now desired by the parties hereto to arrive at an understanding with regard to the future relations between the manufacturers and their employees, it is therefore stipulated as follows:

First. There shall be no time contracts with individual shop employees, except foremen, designers, and pattern graders. No deposit shall be exacted from any employee, and any deposit now held shall be returned.

Second. No employee shall be discharged for his or her activity in the union. A member of the union illegally discharged shall be refunded for loss of time. The manufacturers will discipline any member thereof proven guilty of unfair discrimination among his employees. Both the manufacturers and the unions agree that they will discipline any of their members who are guilty of a violation of the provisions of this agreement.

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

Fourth. All subcontracting within shops shall be abolished. No teamwork or so-called "corporation system" shall be allowed. Each member must work directly for and be paid by the employer.

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

| | Per week. |
|--------------------------|-----------|
| Cutters..... | \$24 |
| Trimmers..... | 18 |
| Coat pressers..... | 24 |
| Coat underpressers..... | 19 |
| Skirt pressers..... | 22 |
| Skirt underpressers..... | 17 |
| Sample coat makers..... | 24 |
| Sample skirt makers..... | 22 |

Cutters and pressers shall work on time basis only. No week worker shall be discharged before the end of the week during which he is employed, excepting only during the first six working days of his employment.

All operators and finishers of cloaks and skirts shall be paid at the piece rate only.

During the dull season, when there is not sufficient work to employ all workers full time, all work in the factory shall be equally distributed among all hands in the various branches of the above locals, respectively, as far as practical.

Sixth. As to piecework, the price to be paid shall be as agreed upon by the committee of the employees in each shop and their employers.

The chairman of said price committee shall act as representative of the employees in their dealing with the employer. No employee working by the piece shall be expected to work on any garment until the price for such work shall have been agreed upon.

Seventh. The weekly hours of labor shall consist of fifty (50) in six (6) working days during the nine (9) months commencing September 1 in each year. Nine (9) hours on all days except Saturday, which shall consist of five (5) hours only. During the remaining three (3) months, namely, June, July, and August, weekly hours shall consist of forty-nine (49) in six (6) working days, to wit, nine (9) hours on all days except Saturday, and four (4) hours on that day.

Eighth. No overtime work shall be permitted on Saturday.

Ninth. For overtime work all week workers shall receive one and one-half (1½) the usual pay during the present season and be paid on not less than that basis thereafter.

Tenth. The union representative of a duly elected committee, accompanied by a representative appointed by the manufacturers' association, shall be allowed to visit shops at all reasonable times to ascertain whether union conditions are observed.

Eleventh. Each member of the manufacturers is to maintain a union shop—"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.

Twelfth. The manufacturers declare their belief in the union and that all who desire its benefit should share in its burdens.

Thirteenth. The parties hereto establish a joint board of sanitary control, to consist of three members composed of one nominee of the manufacturers, one nominee of the unions, and one nominee who will represent the public. Said board is empowered to establish standards of sanitary conditions to which the manufacturers and the unions shall be committed, and the manufacturers and unions obligate themselves to maintain such standards to the best of their ability and to the full extent of their power.

Fourteenth. The parties hereto 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, this last representative to be selected by the manufacturers and the unions jointly.

Fifteenth. 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 a decision of such board of arbitration shall be accepted as final and conclusive between the parties to such controversy.

Sixteenth. 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 controversy by said board of arbitration, only in the event of a failure to accede to the determination of said board.

Seventeenth. The parties hereby establish a committee on grievances, consisting of six members, composed as follows: Three (3) to be named by the manufacturers and three (3) by the unions. To said committee shall be submitted all grievances arising in connection with the relations between the manufacturers and their em-

ployees. The decisions of such committee or majority thereof shall be final. If there is a tie vote in said committee, the question at issue may be appealed to the board of arbitration.

Eighteenth. In the event of any vacancy in the aforesaid boards or in the aforesaid committees 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 in the same manner as the original appointment.

Nineteenth. Upon application in writing by either the manufacturers or the unions, future conferences may be called to discuss any matters which may be declared necessary for the benefit of the parties hereto.

BOSTON LADIES' GARMENT MANUFACTURERS' ASSOCIATION.

By JULIUS PRICE, *President*.

L. A. ABRAMSON, *Vice President*.

Countersigned by executive committee:

MAXWELL B. COPELOF, *Chairman*.

JOSEPH RUDY.

DAVID H. GLICKMAN.

GEORGE MOSCOWITZ.

INTERNATIONAL LADIES' GARMENT WORKERS' UNION.

By ABRAHAM ROSENBERG, *President*.

ABRAHAM MITCHELL, *Vice President*.

APPENDIX F.

CONCILIATION, ARBITRATION, AND SANITATION IN THE DRESS AND WAIST INDUSTRY OF BOSTON, MASS.

ADJUSTMENT OF GRIEVANCES.

The circumstances under which this agreement was signed are described by the president of the manufacturers' association in a prefatory note to the text of the protocol, as follows:

The principles of the protocol hereinafter set forth were adopted after discussion of over two weeks. When the strike in the dress and waist industry was called, the manufacturers' association was formed for the purpose of resisting what the body thought was unjust demands, unreasonable increase of wages, and the reformation of conditions which did not exist. The fact that the strike was going on under very great excitement in the city tended to strengthen their opinion that the strike was called for the usual purpose charged to unions, namely, for their selfish benefit, regardless of the interest of their employers.

Two weeks afterwards, through efforts of some of the public-spirited citizens of Boston, a conference of the opposing parties took place. Representatives of the manufacturers' association and of the International Ladies' Garment Workers' Union finally adopted this agreement, thus reversing the policy of the dress and waist manufacturers of Boston since the industry originated.

The relatively successful experiences of similar agreements in allied needle trades of New York City and Boston were responsible, to a great extent, for the comparative readiness of the manufacturers' association to change their time-honored policies of individual bargaining.

The agreement was signed on March 15, 1913. Up to February 1, 1914, a total of 124 complaints were filed. Of these, 117 were made by the unions and 7 by the manufacturers' association. Of the total number filed, 116 were satisfactorily adjusted; 8 are still pending adjustment. By agencies, the adjustments were made as follows: Clerks, 82 per cent; board of grievances, 18 per cent.

CASES ADJUSTED BY THE CLERKS.

Of the total number of cases adjusted by the clerks, 6.3 per cent were filed by members of the manufacturers' association. Half of these were complaints of cessation of work—all adjudicated in favor of the complainant. The table following shows the disposition of the 96 cases adjusted by the clerks.

DISPOSITION OF CASES ADJUSTED BY THE CLERKS, MAR. 15, 1913, TO FEB. 1, 1914, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | | | | | | |
|--|--------|------------------------|-----------|-----------------------|-----------|---------------|-----------|----------|-----------|------------|-----------|
| | | Favor of union. | | Favor of association. | | Com-promised. | | Dropped. | | Withdrawn. | |
| | | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. | Num-ber. | Per-cent. |
| Alleged wrongful discharge..... | 20 | 3 | 15.0 | ..... | ..... | 6 | 30.0 | 6 | 30.0 | 5 | 25.0 |
| Unequal division of work..... | 18 | 2 | 11.1 | ..... | ..... | 10 | 55.6 | 2 | 11.1 | 4 | 22.2 |
| Preferring nonunion help..... | 14 | ..... | ..... | ..... | ..... | 11 | 78.6 | ..... | ..... | 3 | 21.4 |
| Nonprotocol conditions..... | 11 | 2 | 18.2 | 1 | 9.1 | 3 | 27.3 | 1 | 9.1 | 4 | 36.4 |
| Miscellaneous..... | 5 | ..... | ..... | 1 | 20.0 | ..... | ..... | 1 | 20.0 | 3 | 60.0 |
| Failure to pay stipulated increases..... | 5 | 3 | 60.0 | ..... | ..... | ..... | ..... | 1 | 20.0 | 1 | 20.0 |
| Irregular rate for overtime..... | 4 | 2 | 50.0 | ..... | ..... | ..... | ..... | 1 | 25.0 | 1 | 25.0 |
| Cessation of work ¹ | 3 | ..... | ..... | 3 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... |
| Dispute in making of prices ¹ | 3 | ..... | ..... | ..... | ..... | 2 | 66.7 | ..... | ..... | 1 | 33.3 |
| Violation of hours of labor..... | 2 | 1 | 50.0 | ..... | ..... | ..... | ..... | ..... | ..... | 1 | 50.0 |
| Pressers employed by piece..... | 2 | 1 | 50.0 | ..... | ..... | ..... | ..... | ..... | ..... | 1 | 50.0 |
| Failure to provide list of settled garments..... | 2 | 1 | 50.0 | ..... | ..... | ..... | ..... | ..... | ..... | 1 | 50.0 |
| Underscale payment..... | 1 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 | 100.0 |
| Changing system of work..... | 1 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 | 100.0 |
| Compelling work on unsettled garments..... | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| "Corporation system" (men work in sets)..... | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Paying by check..... | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Charging for needles..... | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Lack of system of accounting of finished work..... | 1 | 1 | 100.0 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Total..... | 296 | 20 | 20.8 | 5 | 5.2 | 32 | 33.3 | 12 | 12.5 | 27 | 28.1 |

¹ Filed by the association.² Four cases were pending settlement, making total of 100.

The grievances complained of most frequently, constituting over 65 per cent of the total filed, were: Alleged wrongful discharge, unequal division of work, preferring nonunion help, and nonprotocol conditions, the respective percentage of favorable decisions secured by the union in each of these grievances having been 15, 11.1, 0, and 18.2.

The 96 adjustments made by the clerks were as follows: Compromised, 33.3 per cent; withdrawn, 28.1 per cent; in favor of union, 20.8 per cent; dropped, 12.5 per cent; in favor of association, 5.2 per cent.

These adjustments afford interesting comparisons with the percentages of favorable decisions secured by the union in the same classes of grievances in an allied trade, conducted under a similar arrangement—the cloak industry of Boston.

COMPARATIVE PERCENTAGES OF FAVORABLE DECISIONS SECURED BY THE UNIONS IN GRIEVANCES OF THE SAME CLASSES ADJUSTED BY CLERKS IN THE CLOAK, SUIT, AND SKIRT AND IN THE DRESS AND WAIST INDUSTRIES, BOSTON.

| Nature of grievance. | Percentage of favorable decisions. | |
|---------------------------------|------------------------------------|---------------------------|
| | Cloak industry. | Dress and waist industry. |
| Alleged wrongful discharge..... | 14.3 | 15.0 |
| Unequal division of work..... | 40.5 | 11.1 |
| Preferring nonunion help..... | 90.3 | ..... |

This table shows that while the status of the right of the employers to discharge their help is almost the same in both industries, complaints of unequal distribution of work and of preferring nonunion help are being adjusted in a totally different manner. This seems to be particularly true with reference to the adjudication of complaints of violations of the preferential clause of the agreement. The clerks in the cloak industry gave 90 per cent of favorable decisions in such complaints, while in the dress and waist industry no favorable decisions were given.

CASES ADJUSTED BY THE BOARD OF GRIEVANCES.

Of the 24 cases referred to this board, three are still pending settlement. The highest number of cases in a single classification—seven, or one-third of the total adjusted—were complaints of alleged wrongful discharge, only one of these having been sustained in favor of the complaining party. Of the three complaints of failure to pay stipulated increases referred to the board, two were sustained. In general, the 21 cases adjusted were disposed of in the following way: Compromised, 9 or 42.8 per cent; in favor of union, 6 or 28.6 per cent; withdrawn, 4 or 19 per cent; in favor of association, 1 or 4.8 per cent; dropped, 1 or 4.8 per cent.

DISPOSITION OF CASES ADJUSTED BY THE BOARD OF GRIEVANCES, MAR. 15, 1913,
TO FEB. 1, 1914, BY NATURE OF GRIEVANCE.

| Nature of grievance. | Total. | Nature of disposition. | | | | |
|---|--------------|------------------------|-----------------------|--------------|------------|-------------|
| | | Favor of union. | Favor of association. | Compromised. | Dropped. | Withdrawn. |
| Alleged wrongful discharge..... | 7 | 1 | | 4 | 1 | 1 |
| Failure to pay stipulated increases..... | 3 | 2 | | | | 1 |
| Preferring nonunion help..... | 3 | 1 | | 2 | | |
| Violation of hours of labor..... | 1 | 1 | | | | |
| Irregular rate for overtime..... | 1 | 1 | | | | |
| Dual system of work..... | 1 | | | 1 | | |
| Threatening employees..... | 1 | | | | | 1 |
| Dispute in price making..... | 1 | | | 1 | | |
| Incompetency of worker..... | 1 | | 1 | | | |
| Underscale payment..... | 1 | | | | | 1 |
| Employees refuse to work on settled garments ¹ | 1 | | | 1 | | |
| Total..... | 22 | 6 | 1 | 9 | 1 | 4 |
| Percentage..... | 100.0 | 28.6 | 4.8 | 42.8 | 4.8 | 19.0 |

¹ Filed by the association.

² Three cases were pending, making the total of cases referred to this board 24.

TEXT OF THE PROTOCOL.

PROTOCOL AGREEMENT entered into this 15th day of March, 1913, between the Boston Dress and Waist Manufacturers' Association (hereinafter called the "manufacturers") and the International Ladies' Garment Workers' Union, representing the Cloak and Skirt Makers' Union, Local No. 56, Pressers' Union, Local No. 12, Cutters' Union, Local No. 73, and Waist and Dress Makers' Union, Local No. 49 (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, and it is now desired

by the parties hereto to arrive at an understanding with regard to the future relations between the manufacturers and their employees, it is therefore stipulated as follows:

First. There shall be no time contracts with individual shop employees, except foremen, designers, and pattern graders. No deposit shall be exacted from any employee, and any deposit now held shall be returned.

Second. No employee shall be discharged for his or her activity in the union. A member of the union illegally discharged shall be refunded for loss of time. The manufacturers will discipline any member thereof proven guilty of unfair discrimination among his employees. Both the manufacturers and the unions agree that they will discipline any of their members who are guilty of a violation of the provisions of this agreement.

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

Fourth. All subcontracting within shops shall be abolished. No teamwork or so-called "corporation system" shall be allowed. Each member must work directly for and be paid by the employer.

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

| | Per week. |
|--------------------|-----------|
| Cutters..... | \$24 |
| Pressers..... | 20 |
| Underpressers..... | 16 |

No employee shall receive less than \$6 per week as a minimum wage.

During the dull season, when there is not sufficient work to employ all workers full time, all work in the factory shall be equally distributed among all hands in the various branches of the above locals respectively as far as practical.

Sixth. As to piecework, the price to be paid shall be as agreed upon by the committee of the employees in each shop and their employers.

The chairman of said price committee shall act as representative of the employees in their dealing with the employer. No employee working by the piece shall be expected to work on any garment until the price for such work shall have been agreed upon.

A list of piece prices shall be posted in a conspicuous place in every shop of the association.

All workers (pieceworkers) shall be furnished with small notebooks, wherein shall be recorded all work made and delivered and prices attached thereto.

Seventh. The weekly hours of labor shall consist of fifty (50) in six (6) working days during the nine (9) months commencing September 1 in each year. Nine (9) hours on all days except Saturday, which shall consist of five (5) hours only. During the remaining three (3) months, namely, June, July, and August, weekly hours shall consist of forty-nine (49) in six (6) work days; to wit, nine (9) hours on all days except Saturday, and four (4) hours on that day.

Eighth. Overtime work shall be limited to not more than four hours per week, with the exception of cutters and pressers, who shall be limited to not more than six hours per week. No overtime work shall be permitted on Saturday.

Ninth. For overtime work all week workers shall receive one and one-half (1½) the usual pay.

Tenth. No one part of work shall be made by two systems, meaning week and piece work.

Eleventh. The union representative of a duly elected committee, accompanied by a representative appointed by the manufacturers' association, shall be allowed to visit shops at all reasonable times to ascertain whether union conditions are observed.

Twelfth. Each member of the manufacturers is to maintain a union shop; "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.

Thirteenth. The manufacturers declare their belief in the union, and that all who desire its benefit should share in its burdens.

Fourteenth. The parties hereto establish a joint board of sanitary control, to consist of three members composed of one nominee of the manufacturers, one nominee of the unions, and one nominee who will represent the public. 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.

Fifteenth. The parties hereto 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, this last representative to be selected by the manufacturers and the unions jointly.

Sixteenth. 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 a 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 controversy 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 six members, composed as follows: Three (3) to be named by the manufacturers and three (3) by the unions. To said committee shall be submitted all grievances arising in connection with the relations between the manufacturers and their employees. The decisions of such committee or majority thereof shall be final. If there is a tie vote in said committee, the question at issue may be appealed to the board of arbitration.

Nineteenth. In the event of any vacancy in the aforesaid boards or in the aforesaid committees 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 in the same manner as the original appointment.

Twentieth. Upon application in writing by either the manufacturers or the unions, future conferences may be called to discuss any matters which may be declared necessary for the benefit of the parties hereto.

In witness whereof the parties hereunto affix their signatures, being duly authorized thereunto.

INTERNATIONAL LADIES' GARMENT WORKERS' UNION,

By ABRAHAM ROSENBERG, *President*.

BOSTON LADIES' DRESS & WAIST MANUFACTURERS' ASSOCIATION,

By HERMAN FEFFER, *President*.

APPENDIX G.

MEMORANDUM OF AGREEMENT made by and between ————, composing the firm of ————, in the Borough of Manhattan, city of New York, party of the first part, hereinafter called the firm, and the Amalgamated Ladies' Garment Cutters' Association, Local No. 10, and the Ladies' Waist and Dress Makers' Union, Local No. 25, both affiliated with the International Ladies' Garment Workers' Union, party of the second part, hereinafter called the union.

Whereas, the union is composed of competent mechanics and the firm is desirous to employ the members of the union to perform all the work in the firm's place of business, it is

Now, in consideration of the sum of one dollar each to the other in hand paid before the signing of this agreement, and in consideration of the mutual promises herein made, agreed as follows:

I. The firm hereby agrees to and with the union to employ members of the union to perform the cutting, operating, pressing, finishing, draping, cleaning, examining, and buttonhole making required in the making of dresses and waists manufactured by the firm during the period commencing this day and terminating ————. And the union hereby agrees to furnish and does furnish, at the signing of this agreement, out of its membership, mechanics competent to perform the work above mentioned.

II. The firm hereby agrees to employ members in good standing with the union, irrespective of sex.

III. That the wages of cutters shall be twenty-five (\$25) dollars a week, and that all cutters are to be employed by the week, from week to week, and to be paid a full week's wages for any fraction of the week worked by them, unless the said cutters will have absented themselves from the shop voluntarily and without fault of the firm. There shall be not more than one apprentice for each five cutters employed, but in case there shall be less than five (5) cutters, one apprentice may be employed. At least one cutter shall be employed in each shop.

IV. Wages shall be paid in cash to pieceworkers not later than Tuesday for work done up to previous Saturday, and to week workers on Saturday. Piece and week workers to be paid in accordance with schedule A annexed hereto. All week workers to be paid for a day's wages or any fraction of a day that they may be required to work by the firm. This provision shall not apply to cutters.

V. A working week shall consist of fifty (50) hours. The following shall be the regular hours of labor: During the first five days of the week from 8 a. m. to 12 noon; from 1 p. m. to 6 p. m. Saturdays from 8 a. m. to 1 p. m.

VI. Overtime: No more than four hours in any one week, nor two hours in any one day. Cutters, not more than 2½ hours in any one day. No overtime between Saturday 1 p. m. to Monday 8 a. m. Week workers to be paid at the rate of double pay, but at no time shall any of the employees of the firm work overtime unless all of the members of the union employed by the firm in a particular department work full time.

VII. That no contracting or subcontracting shall be permitted by the firm inside of the factory.

VIII. No work shall be sent out to any contractor without permission of the union. Such contractors must maintain union shops and employ members of the union, and the firm further agrees that the members of the union employed by the contractor shall be paid for the work done by them in accordance with the price list hereto attached (schedule A). The firm further agrees to pay any and all wages of any and all of the

employees of its contractors should any of its contractors fail to pay the wages earned by the employees of the contractors.

IX. The firm is to furnish to all employees, free of charge, sewing machines driven by electric power, and all parts of machines. Such machines to be in charge of a competent machinist, and all requisites for work, such as needles, cotton, silk, straps, etc.

X. The firm agrees to employ all of its employees by piece, except cutters, sample makers, pressers, cleaners, drapers, examiners, and finishers shall be employed by the week only.

XI. No employee shall be required to work on any of the ten legal holidays. All legal holidays to be paid for. Refraining from work on the first of May shall not be considered a breach of this contract.

XII. That the firm agrees to distribute equally between the members of the union in its employ, as far as practicable, any and all work required by it in the making of waists and dresses.

XIII. The union shall have the privilege to have a shop chairman selected by persons employed in the factory, who shall act as their representative in dealing with the firm. A duly authorized officer or representative of the union shall have free access to the factory for the purpose of investigating the conditions of the shop as regards sanitation, fire prevention and general safety, and shall also have the right to communicate with the employees to ascertain information regarding the existing conditions.

XIV. There shall be in each shop a piece-price committee, selected by the workers, whose duty it shall be to so adjust and settle with the employers all prices on piece-work. Employees are not to be required to work on any garments before such an adjustment has been effected. In settling prices, the price per garment shall be based upon the estimated number of solid hours it will take an experienced worker of average speed to make a garment without interruption, multiplied by the standard price per hour. For this purpose a worker shall be selected by the price committee with the consent of the firm, who shall make the test for the purpose of determining the number of solid hours it will take to make the garment in question. The standard rate of hours shall be approximately —— per hour.

XV. That no work shall be given to employees to be done at home.

XVI. The firm is not to enter into individual agreements with any of its said employees nor should any security be accepted from them or required.

XVII. Neither the firm nor any of its contractors shall require any of its employees (nor shall any employee be permitted) to do work on orders placed by firms or contractors whose employees are on strike in the city of New York or elsewhere.

XVIII. That no member of the union shall be discharged by the firm without good and sufficient cause.

XIX. The firm hereby agrees to keep their factory in proper sanitary condition. The standards to be such as the joint board of sanitary control established under the protocol of peace now existing between the International Ladies' Garment Workers' Union and the Waist and Dress Manufacturers' Association may determine.

XX. The firm agrees to comply with any decision of the board of arbitration established under the protocol of peace entered into by the union and the Waist and Dress Manufacturers' Association.

XXI. The firm further agrees to give access to and open their books and accounts of the pay and earnings of their employees to the representative of the union for the purpose of ascertaining if the scales stipulated in this agreement are lived up to and complied with.

XXII. It is agreed that whereas the damages which the union is likely to sustain, by reason of the violation of the terms of this contract by the employers, are incapable of exact ascertainment, that in the event of a violation of the terms of this contract by the employers, the employers shall pay to the union the sum of \$—— as liquidated damages.

As security for the faithful performance of the terms of this agreement and as security for the payment of the said sum of money provided to be paid as liquidated damages, the firm shall deposit with the union a promissory note for the sum of \$——.

The note is to become the property of the union upon the occurring of a violation of the agreement by the employer.

That this contract is to remain in full force and effect for a period commencing the —— day of —— and ending the —— day of ——.

In witness whereof the firm has authorized one of its members to sign and seal this contract, and the union has authorized one of its officers, to wit, —— —— to sign its name and seal this contract with its corporate seal this —— day of ——, 191—.

Signed and sealed in the presence of—

————— [l. s.]

AMALGAMATED LADIES' GARMENT CUTTERS' UNION, LOCAL NO. 10,
and THE LADIES' WAIST AND DRESS MAKERS' UNION, LOCAL NO. 25.

I. L. G. W. U.

By ———— [l. s.]

SCHEDULE A.

CUTTERS:

Full-fledged cutters shall receive not less than \$25 per week.

Apprentices shall be divided into three grades—

Grade A—Apprentices of less than one year's standing.

Grade B—Apprentices of more than one and less than two years' standing.

Grade C—Apprentices of more than two and less than three years' standing.

Apprentices shall receive—

Grade A—\$6 per week.

Grade B—\$12 per week.

Grade C—\$18 per week.

On or about the 15th day of June and November in each year, Local No. 10 shall hold an examination for the purpose of admitting apprentices of grade C to the class of full-fledged cutters.

After January 1, 1914, the following rule shall be adopted:

In each shop there shall be not more than one apprentice for each five cutters employed, but in case there shall be less than five cutters employed, one apprentice may be employed.

Drapers not less than \$—— per week.

Examiners not less than \$—— per week.

Sample hands not less than \$—— per week.

Ironers not less than \$—— per week.

Pressers not less than \$—— per week.

Cleaners not less than \$—— per week.

Finishers not less than \$—— per week.

Lace runners, 20 cents per 100 yards, two stitchings; 25 cents per 100 yards for more than two stitchings.

Tuckers, short tucks, lingerie, lawn, cotton voiles, plain cotton goods, 16 cents per 100 yards for solid tucking; six short tucks for a cent; silk goods, 22 cents per 100 yards. Silk goods, 5 short tucks for 1 cent. Silk and net goods, 22 cents per 100 yards for solid tucking; four short tucks for 1 cent. Chiffon material, four short tucks for 1 cent. Solid tucking, 30 cents per 100 yards. Up to five-needle machine, 25 cents per 100 yards. Over five-needle machine, 35 cents per 100 yards.

Buttonhole makers, —— cents per 100.

Button sewers, —— cents per 100; union-special machine, plain goods, 10 cents per dozen.

Closers and hemmers, foot hemming machines, 10 cents per dozen; union-special machines, 8 cents per dozen; hemming silk, 15 cents per dozen.

APPENDIX H.

COLLECTIVE AGREEMENTS IN THE MEN'S CLOTHING TRADES.

| Parties to the agreement | Union-Made Garment Manufacturers' Association of America and United Garment Workers of America. | Hart, Schaffner & Marx Co. and the Joint Board of Garment Workers (United Garment Workers of America). | East Side Retail Clothing Manufacturers' Association and United Garment Workers of America. | Boys' Clothing Manufacturers of Greater New York and United Garment Workers of America. ¹ | Metropolitan Merchant Tailors' Association and United Garment Workers of America. | New York Clothing Trades Association, Tailors to the Trade Association, American Clothing Manufacturers' Association, and United Garment Workers of America. | Boys' Wash Suit Manufacturers' Association and United Garment Workers of America. | Rochester Clothiers' Exchange and United Garment Workers of America. ² | Wholesale Clothing Manufacturers' Association and United Garment Workers of America. | Textile Union Finishers' Association and Cloth Examiners' and Spongers' Union. | Associated Fur Manufacturers, Mutual Protective Fur Manufacturers' Association, and Furriers' Union of New York and vicinity and Furriers' Union of Greater New York. ³ |
|---|---|--|---|--|---|---|--|---|---|--|---|
| City and date | Dec. 4, 1908; renewed Dec. 16, 1909, Dec. 5, 1912. ⁴ | Chicago, Ill., Mar. 13, 1911. | New York City, Feb. 14, 1913. | New York City, Feb. 24, 1913. | New York City, Feb. 26, 1913. | New York City, Feb. 28, 1913. | New York City, Mar. 5, 1913. | Rochester, N. Y., Mar. 19, 1913. | Boston, Mass., Apr. 17, 1913. | New York City, Dec. 10, 1913. | New York City, Sept. 6, 1912. |
| Articles manufactured | Overalls, shirts, and pants. | Men's clothing. | Men's clothing. | Boys' clothing. | Men's clothing. | Men's clothing. | Boys' wash suits. | Men's clothing. | Men's clothing. | Cloth examining and sponging. | Men's and women's fur garments. |
| Period for which agreement was signed | Agreement expires Dec. 11, 1913. (Renewed.) | Agreement expires Apr. 30, 1916. | 1 year. | Indefinite. | 2 years. | Indefinite. | Indefinite. | Indefinite. | 2 years. | 5 years. | 2 years. |
| Number of people involved | 30,000. | 9,000. | 2,000. | 8,000. | 3,000. | 10,000. | 4,000. | 10,000. | 3,500. | 364. | 9,000. |
| Agencies for adjusting grievances: | Mediating committee to adjust hours of work, wages, and prices. | Mar. 13, 1911: Agreement to consider grievances. Apr. 1, 1912: Establishment of trade board—5 members from each side, with an impartial chairman; creation of deputy clerks. | Committee on mediation (agreed to subsequent to the signing of agreement). | Not specified. | Board of Mediation, consisting of 3 representatives of the union and 3 representatives of the association. | No provision. | No provision. | Employers to deal with committees of employees. | All differences to be adjusted between the representatives of the union and individual manufacturers. | Board of Grievances consisting of 6 members, 3 members representing the association and 3 members representing the union. | Mediating committee of 11 members, 3 representatives from each side and 1 impartial member. |
| Arbitration | No provision. | Board of Arbitration of 3 members. | Board of Arbitration, consisting of 2 representatives of the union and 2 representatives of the association; one referee with final vote in cases of disagreement. | Not specified. | Board of Arbitration, consisting of the 6 members of the Board of Mediation and one disinterested referee. | Board of Arbitration of 3 members. | Committee of 3 members to adjust all differences. | New York State Board of Mediation and Arbitration to act as arbitrators. | Committee of 3 members satisfactory to both parties to act as arbitrators. ⁵ | Board of Arbitration of 7 members, consisting of the members of the Board of Grievances and an impartial chairman. | Board of Arbitration of 3 disinterested parties. |
| Sanitation | No provision. | General sanitary conditions; proper ventilation; rest room for female workers. | No provision. | No provision. | No provision. | Employers obligated to maintain sanitary conditions in their shops. | No provision. | Best standards of sanitary conditions to be maintained. | No provision. | Joint Board of Sanitary Control. ⁷ | |
| Recognition of the union | Union shop. | Mar. 29, 1913: Preferential union shop; reasonable preference in hiring and laying off help. | Union shop. | Union shop. | Union shop. ⁸ | No specific recognition. | Preferential union shop. | Employers to deal with committees of employees. | Union shop. | Preferential union shop. | |
| Minimum standards of wages: Week workers— | Cutters, \$20 per week; apprentice cutters, 1st year, \$6 to \$10; 2d year, \$13.50; 3d year, \$16.50; examiners, not less than \$8 per week. All temporary work on time basis to be paid for at the rate of the pieceworkers' average wage, taking two consecutive full weeks' wages for such average and paying the average plus 10 per cent. | March 13, 1911: Minimum wage, \$5 per week; male employees above 17 years, not less than \$6 per week; male employees above 18 years, not less than \$8 per week; minimum wage for cutters, \$8 per week; increase of 10 per cent to workers in the trimming department; minimum wage of \$8 per week for workers in the trimming department; minimum wage of \$13 per week in the woolen department and \$18 per week on basis of examination of 30 pieces per day, instead of 40, as previously. March 29, 1913: Machine operators, \$5 per week the first 3 months and \$7 per week one week thereafter; sergeants, sleeve operators, and pad makers, \$5 per week the first 3 months and \$7 per week one week thereafter; women in needle section, \$5 per week the first 3 months and \$7 per week one week thereafter. ⁹ | Minimum increase of \$1 to \$7 per week to coat makers; actual increase from \$8 to \$9 per week, making the prevailing scale of wages as follows: Tailors. Shaper \$24 Shoulder baster 20 Bottom baster 16 Corner tucker 15 Edge baster 10 Canvas baster 10 Armhole baster 14 Sleeve maker 12 Collar maker 10 Button sewer 9 Busheler (male) 16 Busheler (female) 7 Hand button sewer 18 Operators. Pocket sewer \$22 First assistant pocket sewer 17 Second assistant pocket sewer 12 Sleeve sewer 22 Coat sewer 22 Closer 18 Lining maker 15 Coat stitchee 15 Sleeve maker 12 Lapel maker 15 Collar maker 15 Pressers. Bushel presser \$22 Presser 16 Edge presser 14 1st underpresser 14 2d underpresser 12 Cutters. Trimmers \$22 Markers 24 Machine cutters 20 Lining cutters 19 | Cutters' and trimmers' wages subject to individual agreements between firm and its employees; minimum increase of \$1 per week to children's coat makers. (The prevailing increase averaging \$3 per week agreed to subsequent to the signing of agreement.) ¹⁰ | Shorter hours to be construed as increase in wages; increases after 1 year subject to decision of the Board of Arbitration. | Minimum increase of \$1 per week (the prevailing increase is from \$1 to \$4); cutters' wages subject to individual agreements. ¹¹ | Minimum increase of \$1 per week to workers on sailor suits (the prevailing increase is from \$1 to \$4); cutters' and trimmers' wages subject to individual agreements. ¹² | The prevailing rates for cutters are \$22; pressers, \$17 to \$21; shapers, \$20 and up; finishers, not many being employed on a weekly basis, \$6 to \$10; pocket operators, \$22. | Minimum increase of \$1 per week, making the prevailing scale of wages as follows: Tailors. Shaper \$24 Shoulder baster 20 Bottom baster 16 Corner tucker 15 Edge baster 10 Canvas baster 10 Armhole baster 14 Sleeve maker 12 Collar maker 10 Button sewer 9 Busheler (male) 16 Busheler (female) 7 Hand button sewer 18 Operators. Pocket sewer \$22 First assistant pocket sewer 17 Second assistant pocket sewer 12 Sleeve sewer 22 Coat sewer 22 Closer 18 Lining maker 15 Coat stitchee 15 Sleeve maker 12 Lapel maker 15 Collar maker 15 Pressers. Bushel presser \$22 Presser 16 Edge presser 14 1st underpresser 14 2d underpresser 12 Cutters. Trimmers \$22 Markers 24 Machine cutters 20 Lining cutters 19 | Examiners \$27 Spongers, press operators, winding machine operators 22 Employers doing taking off, dumping, hanging up, book folding, hand rolling, doubling up 17 Helpers 9 Extra help engaged by day. Examiners \$5.00 Spongers 4.00 Takers off 3.50 Apprentices. Examiners, per week. 1st 6 months \$12 2d 6 months 14 3d year 17 4th year 20 5th year 23 Spongers, per week. 1st 6 months \$18 2d 6 months 20 Takers off, per week. 1st 6 months \$10 2d 6 months 12 Pressers. Ratio of apprentices: One apprentice to every 5 journeymen union members employed; not more than 2 to each firm. Bushel presser \$22 Presser 16 Edge presser 14 1st underpresser 14 2d underpresser 12 Cutters. Trimmers \$22 Markers 24 Machine cutters 20 Lining cutters 19 | Wages determined by mediating committee in January and July of each year. Prevailing rates for furriers: Cutters, Grade A. All those that cut fine and expensive furs, such as sable, mink, ermine, seal, skunk, etc., January to July, \$20 to \$25; July to January, \$30 to \$35. Cutters, Grade B. Cuts Hudson seal (muskrat dyed), caracul, Persian, etc., January to July, \$13 to \$18; July to January, \$16 to \$25. Cutters, Grade C. Cuts rabbits, dogs, goats, marmoset, etc., January to July, \$8 to \$12; July to January, \$10 to \$15. Operators. January to July, \$8 to \$12; July to January, \$12 to \$18. Nailers. January to July, \$7 to \$10; July to January, \$9 to \$14. Finishers. |
| Regular time | | | | | | | | | | | |
| Overtime | Time and one-half to week workers; rate and one-half to pieceworkers. | Time and one-half; double time for work on 6 legal holidays. | Time and one-half. | No provision. | Regular rate in busy season; time and one-half in dull season. | No provision. | 3 hours per week overtime from November 1 to May 31, at regular rate. | Time and one-half. | No provision. | Double time for overtime, except that 3 consecutive hours of overtime work constitute one-half day's work and are paid for accordingly; all Sunday work at double time; single pay for work on holidays in addition to regular pay. | Time and one-half. |
| Piecework | According to union price list. ¹³ | March 13, 1911: Increase of 10 per cent to tailors. March 29, 1913: Rate and one-half for overtime. | Increase of 20 per cent to vest makers; increase of 10 per cent to pants makers. | Increase of 10 per cent to knee pants makers. | Increase of 15 per cent on all piecework. | Increase for piecework to correspond with increase for week workers. | Increase of 10 per cent on all piecework. | Pieceworkers to be compensated for the time lost by the operation of the 52-hour week. | Increase to pieceworkers to correspond with that to week workers. | No provision (no piecework). | No provision (no piecework). |
| Hours of labor: Regular time | 48 hours per week. | 52 hours per week; 48 hours per week for cutters. ¹⁴ | Coat makers, 50 hours per week; cutters, 48 hours per week; bushelmen, 53 hours per week. (Hours for bushelmen subject to revision by the Board of Arbitration.) | Children's coat makers, 51 hours per week; cutters, 50 hours per week; further reductions in hours to be subject to agreements between each individual firm and its employees. In accordance with the foregoing agreement, the following changes became effective throughout the trade on Jan. 1, 1914: Children's coat makers, 50 hours per week; cutters, 48 hours per week. | Tailors, 50 hours per week; cutters, 50 hours per week; bushelmen, 50 hours per week. ¹⁵ | Decision of the Board of Arbitration: Tailors, 53 hours per week, and 52 hours per week beginning Jan. 1, 1914; cutters, 50 hours per week, and 48 hours per week beginning Jan. 1, 1914. | Wash-suit workers, 51 hours per week; cutters and trimmers, 50 hours per week. The hours for cutters were reduced to 48 by mutual consent on Jan. 1, 1914. | 52 hours per week. | 50 hours per week. | 40 1/2 hours per week. | 40 hours per week. |
| Overtime | No provision. | No overtime on Sundays and legal holidays. | No provision. | No provision. | Not specified. | No provision. | No provision. | Not specified. | No provision. | No provision. | Pending decision of Board of Arbitration. |
| Legal holidays | Double time or double rate for work on Sundays and holidays. | 6 legal holidays: Christmas Day, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day. | Double time to be paid for work on legal holidays. | No provision. | No work on legal holidays; pay for legal holidays. ¹⁶ | No provision. | No legal holidays observed. | 5 legal holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day. | No provision. | 6 legal holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day; no work on Labor Day under any circumstances. | 10 legal holidays to be paid for. |
| Regular pay day in cash | No provision. | Yes. | Yes. | Not specified. | Not specified. | Not specified. | Yes; agreed to subsequent to the signing of agreement. | Yes. | Not specified. | Not specified. | Yes. |
| Contractors | No provision. | No. | Conditions in contractors' shops to be identical with those in manufacturers' shops. | Conditions in contractors' shops to be identical with those in manufacturers' shops. | No provision. | Conditions in contractors' shops to be identical with those in manufacturers' shops. | Conditions in contractors' shops to be identical with those in manufacturers' shops. | No. | Conditions in contractors' shops to be identical with those in manufacturers' shops. | No provision. | Conditions in contractors' shops to be identical with those in manufacturers' shops. |
| Subcontracting | Abolished. | Abolished. | Abolished. | Abolished; agreed to subsequent to the signing of agreement. | Abolished; agreed to subsequent to the signing of agreement. | Abolished. | No provision; partly abolished by mutual consent. | Abolished. | No provision. | No provision. | Pending decision of Board of Arbitration. |
| Home work | Abolished. | No. | Abolished; agreed to subsequent to the signing of agreement. | No provision. | No provision. | No provision. | No provision. | No provision. | No provision. | No provision. | Prohibited. |
| Extra charges for power, etc. | Not specified. | No. | No. | No; abolished by mutual consent subsequent to the signing of agreement. | No; abolished by mutual consent subsequent to the signing of agreement. | Not specified. | No charges for power, supplies, etc. | No. | Not specified. | Not specified. | No provision. |
| Use of machine power | Introduction of labor-saving machinery not to affect existing scale of wages and prices. | Machine power to be used only. | Machine power to be used only. | No provision. | Machine power to be used only. | Not specified. | Machine power to be used only; agreed to subsequent to the signing of agreement. | Yes. | Not specified. | Not specified. | No provision. |
| Use of union label | Yes. | No. | No. | No. | No. | No. | No. | No. | No. | Yes. | No provision. |
| Distribution and standardization of work | Not specified. | Equitable division of work in dull seasons; standardization of garments, processes and prices. | No provision. | No provision. | Equitable distribution of work agreed to subsequent to the signing of agreement. | No provision. | No provision. | No provision. | No provision. | No provision. | No provision. |
| Amendments | | Mar. 29, 1913: System of promotion in the trimming department, providing for an increase each year of \$1 per week for a period of 7 years. | | | | | | | | | |

¹ Proposition made by the manufacturers, agreed to by the unions, and guaranteed by the New York State Board of Mediation and Arbitration.
² New York State Board of Mediation and Arbitration acting as guarantor of agreement.
³ Dr. J. W. Magner, of New York City, is the guarantor of this agreement.
⁴ The Union-Made Garment Manufacturers' Association embraces factories and firms located in 91 cities of 27 States and Canada.
⁵ Three agreements.

⁶ This provision has never been carried out, all differences being adjusted between union representatives and individual manufacturers.
⁷ Mar. 27, 1914: Not yet established.
⁸ No strikes or lockouts during the period of the agreement.
⁹ Board of Arbitration authorized to regulate wages and hours in accordance with permanent changes throughout the trade.
¹⁰ Reduction of prices previously obtained in dull seasons abolished.

¹¹ All workers engaged on week's first working day to be retained whole week; if employed on day subsequent to week's first working day, to be retained whole week, unless work by day is specified.
¹² See text.
¹³ Bushelmen compelled to work on legal holidays, bushelmen are to work in conjunction with other employees, their not working on such days to be sufficient cause for deduction in pay.

APPENDIX I.

A STUDY OF THE DRESS AND WAIST INDUSTRY FOR THE PURPOSE OF INDUSTRIAL EDUCATION.¹

BY CLEO MURTLAND, WITH THE COLLABORATION OF C. A. PROSSER.

INTRODUCTION.

This study of the occupations of the dress and waist industry and the accompanying plan for a part-time vocational school for workers employed in the industry are the outgrowth of a growing conviction, on the part of those actively engaged in the promotion of industrial education in New York City, that the body of the workers in the garment trades of the city are, under present conditions at least, to be reached and trained through the use of part-time schools.

Part-time vocational instruction is believed to be a desirable and feasible method of developing the trade ability of workers, but thus far it has been very difficult to obtain data that can be used for working out courses of training, especially for girls and women. This study seeks to contribute data of this character.

With some realization of the difficulties surrounding part-time instruction and a desire to bring into effect the law providing for such instruction, which promises greater educational opportunities for women in industry, a number of public-spirited men and women urged study of the industries for the purpose of analyzing their educational possibilities and the opportunities they offer the workers.

Experimentation and demonstration of new educational theories have in many instances been developed under private auspices in the city of New York, and when developed to the extent of being proved the demonstration class or school has been taken into the public-school system. Following this plan it was proposed that experimenta-

¹ For the information used in this report special thanks are due to Mr. Sol Polakof, president, and Miss Harvey, of Local No. 25 of the Dress and Waist Industry; Mr. Samuel Floersheimer, president, and Mr. Walter Bartholomew, secretary, of the Manufacturers' Association of the Dress and Waist Industry; Mr. Julius Henry Cohen, counselor for the Dress and Waist Manufacturers' Association; the executive committee, the committee on women's work, and its subcommittee of the National Society for the Promotion of Industrial Education, and the manufacturers and workers who were interviewed; and to Mr. Charles H. Winslow, of the United States Bureau of Labor Statistics, for advice and assistance in making this study.

For the statistical information from which tables regarding the distribution of workers, wages, etc., were made, special thanks are due Mr. N. I. Stone, of the wage-scale board of the dress and waist industry, who made an official report recently regarding the wages of workers in the industry.

tion under private control be used to initiate the part-time work suggested in this study.

The committee on women's work of the National Society for the Promotion of Industrial Education decided as part of their year's work to make whatever contribution possible in that time toward the study of industries and chose for their first problem the dress and waist industry of New York City, an industry employing nearly 30,000 workers, of whom 84 per cent are women and girls. A subcommittee was appointed to undertake the immediate tasks incurred in the work.¹

The general plan is as follows:

1. To study the industry as to the kind of work the women workers are engaged in, what opportunities there are within the trade for self-development and earning power, and the possibilities for learning the trade while employed in the industry.
2. To evolve a scheme of training that would satisfy the workers' demand for self-development and trade craftsmanship and the industry's demand for trained workers.
3. To present a plan for establishing a part-time school that will command the support of the workers, the manufacturers engaged in the industry, and the public.

The results of the study of the industry as to types of employment and opportunities for the women workers and their chances for advancement are shown in the present report.

The study of the occupations in the industry and the opportunities they offer was made by visits to a number of factories, interviews with foremen and forewomen, workers, and employers, and by personal observation of the women at their work.

The educational possibilities of the trade are dealt with in a section which analyzes the requirements of the various occupations, and the results of the analysis are embodied in a plan for a part-time factory school for the training of workers engaged in the industry.

The plan for getting the support of the workers in a school designed to meet their own specific needs and the support of the manufacturers engaged in the industry, with representatives of the public as a third party in a proposed board of control for the school, is contained in the tentative agreement drawn up by the secretary of the National Society for the Promotion of Industrial Education. This tentative agreement is the result of many conferences with representatives of the workers employed in the industry and the manufacturers, who, after much consideration, gave it as their opinion that a school for the training of workers could be satisfactorily maintained and managed by a method of agreement similar to the terms of their protocol. This agreement was drawn up and, together with the study of the trade

¹ The committee was composed of Miss Virginia Potter, chairman, Miss Florence M. Marshall, Mrs. Mary Schenck Woolman, Miss Isabel Ely Lord, Mrs. Henry Ollesheimer, Prof. C. R. Richards, and Mr. C. A. Prosser. The subcommittee was composed of Mrs. Henry Ollesheimer, chairman, Miss Florence M. Marshall, Mrs. L. Van Rensselaer, Mrs. Robert Mead, and Mrs. Chas. G. Israels.

and the proposed plan for training the workers, was presented to the official representatives of Local No. 25 of the International Ladies' Garment Workers' Union and the Manufacturers' Association of the Dress and Waist Industry, and is now pending final decision as to its adoption.

DESCRIPTIVE ANALYSIS OF OCCUPATIONS.

GENERAL DIVISIONS OF OCCUPATIONS.

The dress and waist industry like many other industries of the present day is made up of a combination of allied trades, dependent in a sense upon each other because of their mutual contribution to a common product, and a number of auxiliary occupations which play an important part in production but are not, strictly speaking, an integral part of any one of the trades.

The logical way of classifying the various lines of work within an industry would seem to be by the trades which make up the industry, as dressmaking, waist making, cutting, etc. This method, however, does not lend itself well to this study because a number of occupations such as cleaning, finishing, closing and hemming, and the like would be difficult to classify under one trade and at the same time give them the significance necessary in a study of this kind. The following classification by types of occupations has therefore been used: Nonoperating, garment operating, and special machine operating.

CHIEF OCCUPATIONS IN THE INDUSTRY.

The occupations within each of these divisions in an ascending scale of importance are as follows: The nonoperating occupations are cleaning, finishing, examining, pressing, assorting, joining, draping, designing, and cutting. The garment operating occupations (in some grades of the trade many in number, in others few) are body making, center making, closing and hemming, or binding and felling, sleeve making, sleeve setting, collar making, collar setting, trimming, lace running, and skirt making. The chief and most constant of the special machine operating occupations are tucking, hemstitching, buttonhole making, and button sewing; other special machine work occasionally used in the dress and waist industry, such as embroidery, Bonnaz embroidery, braiding and faggoting, etc., appears from time to time as fashion dictates, but too infrequently to justify workers specializing on these as they do on the four just mentioned.

PROPORTION AND DISTRIBUTION OF MEN AND WOMEN IN THE VARIOUS
OCCUPATIONS.

The distribution of the men and women workers in the industry is shown by the following table of a 1913 trade census of the industry:

NUMBER AND PER CENT OF FEMALES AND MALES IN SPECIFIED OCCUPATIONS
[From Bulletin of the United States Bureau of Labor Statistics, No. 146.]

| Occupation. | Number. | | | Per cent. | |
|---------------------------------|---------|-------|--------|-----------|-------|
| | Female. | Male. | Total. | Female. | Male. |
| NONOPERATING. | | | | | |
| Cleaning..... | 2,086 | ..... | 2,086 | 100 | ..... |
| Finishing..... | 5,363 | ..... | 5,363 | 100 | ..... |
| Examining..... | 842 | 10 | 852 | 99 | 1 |
| Pressing..... | 582 | 537 | 1,119 | 52 | 48 |
| Assorting..... | 147 | 4 | 151 | 97 | 3 |
| Joining..... | 196 | 11 | 207 | 95 | 5 |
| Draping..... | 1,315 | 6 | 1,321 | 99½ | ½ |
| Cutting..... | ..... | 1,701 | 1,701 | ..... | 100 |
| Embroidering..... | 183 | 1 | 184 | 99 | 1 |
| Sloping and marking..... | 21 | 16 | 37 | 57 | 43 |
| Total..... | 10,735 | 2,286 | 13,021 | 82 | 18 |
| GARMENT OPERATING. | | | | | |
| Closing and hemming..... | 104 | 30 | 134 | 78 | 22 |
| Sleeve making..... | 300 | 44 | 344 | 87 | 13 |
| Sleeve setting..... | 86 | 53 | 139 | 62 | 38 |
| Skirt operating..... | 228 | 171 | 399 | 57 | 43 |
| Waist operating..... | 5,061 | 764 | 5,825 | 87 | 13 |
| Sample operating..... | 559 | 21 | 580 | 96 | 4 |
| Dressmaking..... | 350 | 90 | 440 | 80 | 20 |
| Lace running..... | 103 | 10 | 113 | 91 | 9 |
| Trimming..... | 612 | 22 | 634 | 97 | 3 |
| Total..... | 7,403 | 1,205 | 8,608 | 86 | 14 |
| SPECIAL MACHINE OPERATING. | | | | | |
| Buttonhole making..... | 66 | 79 | 145 | 45 | 55 |
| Button sewing..... | 136 | 19 | 155 | 88 | 12 |
| Hemstitching..... | 170 | 10 | 180 | 94 | 6 |
| Tucking..... | 627 | 248 | 875 | 72 | 28 |
| Total..... | 999 | 356 | 1,355 | 74 | 26 |
| Unclassified ¹ | 5,591 | 864 | 6,455 | 87 | 13 |
| Grand total..... | 24,728 | 4,711 | 29,439 | 84 | 16 |

¹ Includes some garment and some special machine operations.

This table shows that the dress and waist industry is essentially a woman's industry, 84 per cent of the total number of workers in the industry being women and 16 per cent men. It is significant also, as shown later, that more than one-third (36 per cent) of the men in the industry are employed in the one occupation of cutting.

Forty-four per cent of all the workers in the industry are employed in the nonoperating occupations; of these 82 per cent are women and 18 per cent men. Twenty-nine per cent of all workers are employed as garment operators; of these 86 per cent are women and 14 per cent men. Five per cent of all workers are employed in special machine operations; of these 74 per cent are women and 26 per cent are men. Twenty-two per cent of all workers are not classified; of these 87 per cent are women and 13 per cent are men.

The following table shows the number and per cent of each sex among workers who make the entire garment:

NUMBER AND PER CENT OF MALES AND FEMALES AMONG WORKERS MAKING ENTIRE GARMENT.

| Workers employed in making entire garment. | Number. | | | Per cent. | |
|--|---------|-------|--------|-----------|-------|
| | Female. | Male. | Total. | Female. | Male. |
| Skirt operators..... | 228 | 171 | 399 | 57 | 43 |
| Waist operators..... | 5,061 | 794 | 5,825 | 87 | 13 |
| Sample operators..... | 559 | 21 | 580 | 96 | 4 |
| Dressmakers..... | 350 | 90 | 440 | 80 | 20 |
| Total..... | 6,198 | 1,046 | 7,244 | 86 | 14 |

Of all women in the industry 25 per cent make the entire garment, and likewise of all operators 25 per cent make the entire garment.

The percentage employed in each occupation among men and among women is indicated in the following table:

OCCUPATIONAL DISTRIBUTION OF MALE AND OF FEMALE EMPLOYEES.

| Occupation. | Per cent of total females. | Per cent of total males. |
|----------------------------|----------------------------|--------------------------|
| NONOPERATING. | | |
| Cleaning..... | 8.4 | ..... |
| Finishing..... | 21.7 | ..... |
| Examining..... | 3.4 | 0.2 |
| Pressing..... | 2.3 | 11.4 |
| Assorting..... | .6 | .1 |
| Joining..... | .8 | .2 |
| Draping..... | 5.3 | .1 |
| Cutting..... | ..... | 36.1 |
| Sloping and marking..... | .1 | .3 |
| Embroidering (hand)..... | .7 | (1) |
| GARMENT OPERATING. | | |
| Closing and hemming..... | .4 | .6 |
| Sleeve making..... | 1.2 | .9 |
| Sleeve setting..... | .3 | 1.1 |
| Skirt operating..... | .9 | 3.6 |
| Waist operating..... | 20.5 | 16.2 |
| Sample operating..... | 2.3 | .4 |
| Dressmaking..... | 1.4 | 1.9 |
| Lace running..... | .4 | .2 |
| Trimming..... | 2.5 | .5 |
| SPECIAL MACHINE OPERATING. | | |
| Buttonhole making..... | .3 | 1.7 |
| Button sewing..... | .5 | .4 |
| Hemstitching..... | .7 | .2 |
| Tucking..... | 2.5 | 5.3 |
| Unclassified..... | 22.6 | 18.3 |
| Total..... | 100.0 | 100.0 |

¹ Less than one-tenth of 1 per cent.

GARMENT OPERATING OCCUPATIONS DEFINED.

The garment operating occupations are those occupations that have to do directly with putting the garment together. These operations may be few in number or many, depending on the style of garment

in vogue, subdivided into many or few operations according to the type of organization of the shop. Since the arrival of the kimono sleeves, few seams in the body of the waist, and little trimming, the number of subdivisions has been greatly lessened. There are, as may be readily seen, no arbitrary divisions, but a shifting to suit each season's demands.

Body making: Body making is putting together the parts that make the body of the waist. In some establishments where minute division of labor is favored this work may be merely the sewing of the shoulder seams; in other shops it includes also some of the trimming and hemming of the centers.

Center making: Center making is hemming or facing the center backs or fronts for the opening of the waist and is sometimes included with the body making.

Closing and hemming: Closing and hemming is sewing the under-arm seams, which are usually French seams made by means of a feller foot, and hemming the bottom of the waist. The bottom of the waist is sometimes bound with a bias binding, which is sewed to the cloth by means of an attachment to carry the binding and one row of stitching, both operations being done at one time. When this method of finishing the bottom of the waist is used, the operation is called binding, and closing is called felling, hence we have the term "binding and felling."

Collar making: Collar making is making collars of two plies of cloth stitched together and turned or one ply of cloth hemmed. Revers, tabs, and similar small parts that are sometimes put on the garment as trimming are frequently included under collar making.

Collar setting: Collar setting belongs largely to the tailored shirt-waist branch of the industry. The work includes placing the collar in the proper position, stitching the seam, and binding down the raw edges, usually with a bias piece of cloth.

Sleeve making: Sleeve making is putting the sleeves together and finishing the bottom with a hem or a cuff or a frill. The skill in sleeve making lies in getting the parts together in such a way as to insure its hanging well, the success of which is determined to a great extent by the way the cloth is handled in stitching the seams.

Sleeve setting: Sleeve setting is placing the sleeve in the garment, distributing the gathers properly, and stitching and finishing the seam. In many establishments setting the sleeve, stitching the seam, and binding the armseye is done in one operation by means of the binding attachment, and in cheap lines of work sleeves frequently are set by means of the union special machine, which in one operation stitches the seam and covers it with a special stitch called crochet stitch. This work done by either method demands

considerable skill and judgment as well as knowledge of the way the garment should look when completed.

Skirt making: Skirt making in the making of ready-to-wear dresses (which should not be confused with skirt making in the cloak and suit industry where tailor-made skirts are made) is the sewing together of the parts of the skirt in a plain or felled seam and may include also the making of the hem on the bottom of the skirt. Although this is straight-ahead work and offers almost no deviations, it requires considerable manipulative skill, for a skirt to hang well must have the seams sewed straight and without puckering or stretching. Hemming the curved bottom of a skirt, when well done, also requires skill.

Joining: Joining is putting the waist and skirt together, with or without a belt, and sewing on the girdle. In chiffon, silk, or other soft dresses, this work is done by hand, the skirt and waist being attached to an inner belt to insure strength and fit.

Lace running: Lace running is sewing lace or insertion, or both, to strips of cloth to be used for garments. This work, which may be done before or after the garment is cut, while it requires a great deal of manipulative skill, demands almost no constructive ability, so has less to recommend it from this standpoint than any of the other occupations that belong to the making of the garment.

SPECIAL MACHINE OPERATING OCCUPATIONS DEFINED.

Special machines are so called because for the most part these machines are made for special operations, as hemstitching, embroidering, buttonholing, etc., and are not to be used for any other purpose. There are some exceptions to this rule, as, for instance, the arm tucker, which is merely an attachment that may be removed from the regular sewing machine to which it is attached, thus leaving the machine free for other work when not being used for tucking. In large establishments, however, where much tucking is done, the machine used for tucking is not used for other purposes. There are of course other types of tucking machines which differ from the one described above in complexity of mechanism and character of work they provide for.

Binding: Binding is another example of a special process that is done on a regular sewing machine by means of a special attachment. The sewing on of bias binding is done by means of a special presser foot, which is built to exact width for the binding and set to the needle bar of the machine. In like manner felling is done by a special hemmer foot built to standard measures, as one-eighth inch, one-fourth inch, etc., according to the depth of seams desired.

These are a few of the special operations that do not require a machine specially built for one process.

Button sewing: Button sewing, like buttonhole making, is largely a mechanical process but demands less responsibility on the part of the worker than buttonhole making because there is much less danger of injuring the fabric to which buttons are sewed. The worker places a button in a slot in the specially designed presser foot of the machine, slips under the presser foot the cloth to which the button is to be sewed, always with the button in the right location, and starts the machine which, like the buttonhole machine, is set for a definite number of stitches and stops automatically when those stitches have been made.

Buttonhole making: The chief requirement of the buttonhole worker is placing the buttonhole accurately on the garment. Except for detecting and avoiding bad work, which is essential in operating all special machines, though more serious with the buttonhole machine than with any other machines except the hemstitching machine, little responsibility is demanded of the worker. In making buttonholes by machine the worker places the cloth in the right position for the buttonhole, starts the machine, which is set for the number of stitches required for the buttonhole of the length desired, and takes the finished work from beneath the presser foot, repeating these three operations over and over, except as before noted, when the thread breaks or the machine does not operate properly. As it is exceedingly difficult to change a buttonhole after it has been cut by the knife the worker must be careful to avoid mistakes.

Hemstitching: Hemstitching is a special operation which is done on a machine built for the purpose. The mechanism is rather complex; two plungers set in horizontal line pierce the hole in the cloth, one plunger making the hole and the second following into the same hole to clear the space for the two needles, which bind each side of the hole with several stitches. The fact that several stitches are placed in one hole makes it a rather slow operation as compared with plain stitching. For hemstitching, the cloth must be held firm under the needles and great care must be exercised in keeping to the line, for hemstitching can not be ripped out and done over successfully as there is no sure way of covering the original line of holes made by the plungers.

Tucking: Tucking is of two sorts—strip tucking, done in long strips of materials which are afterwards cut into lengths for various purposes, and short tucking done on parts of the garment after the garment is cut ready for making. Both types of tucking require considerable manipulative skill, more or less according to kind of material used—material with a little dressing taking less skill than the soft chiffons, nets, and silks.

Tucking is done with the aid of an attachment that both measures and marks the tuck, leaving the worker free to use all her skill in guiding the cloth over the attachment called the "arm" and under the needle, feeding in just enough cloth to insure tucks of uniform width and spacing.

NONOPERATING OCCUPATIONS DEFINED.

Nonoperating occupations are so called because the work is done by hand with the aid of hand tools, such as scissors, thimble, etc., and not by machine. These occupations defined are as follows:

Cleaning: Young girls just out of school enter the industry usually as cleaners. The work of the cleaner is trimming off loose threads, cutting away cloth from beneath the insertion or medallions when these are used, and, this season, which has been characterized as the season of fluffy ruffles, there has been the trimming of surplus material from the edge of hemstitched frills and rough edges from beneath hemstitched seams. Cleaning may also include cleansing, but this work is usually given to an experienced workwoman, so in reality is not a recognized part of the cleaner's work.

Finishing: Finishers, like cleaners, are frequently recruited from the ranks of girls just out of school, though it is not unusual to see older women at this work, either because they can not or because they do not wish to become machine operators. This work, which is fairly constant but variable in type, is at best only semiskilled. It consists of sewing on hooks and eyes, snappers, or buttons, sewing on the trimmings that can not be put on by machine, such as bows, girdles, trimming buttons, tassels, buckles, etc., also the finishing of the ends of belts, collars, etc., that may be done more satisfactorily by hand than by machine. Where the work involves all these tasks, there are usually found some older women among the finishers; where the work is merely the sewing on of hooks and eyes and buttons it is done by young girls.

Examining: The examiner is rarely the very young girl, but an older girl or woman, whose judgment with regard to the making of waists and dresses is good. Garments are examined for flaws in stitching and for faulty construction and are verified as to the exactness of the two halves of the garment. Defects are marked and given to the finisher for correction, if slight, or sent to the operator for correction when such correction involves much work or the defects are of a type for which the operator should be held responsible. This work is done in two ways, the method being determined by the character and value of the product. Examining in the cheaper lines of the trade is done by looking over the work as described above; in the higher grades where chiffons, laces, and other

soft, thin materials are used, the garment is put on a form and, in addition to looking for flaws in stitching, etc., the examiner looks also for stretched or puckered seams, as these two faults are most frequent in handling soft, filmy fabrics.

Pressing: Pressing in the dress and waist industry, except possibly when woolen materials are used, is really light ironing and so occupies a much less important place in this industry than in the cloak and suit industry, which depends so much on heavy, skillful pressing to make its product satisfactory. The only heavy ironing required in the dress and waist industry is on tailored waists, and since these are rather out of fashion this kind of ironing is of minor importance at the present time. Because of the character of the pressing, which requires light and deft work rather than heavy work, the pressing in this industry is done by women, usually middle-aged women, and men whose judgment can be relied upon.

Draping: Draping is almost entirely confined to the branches of the trade where chiffons, soft laces and nets, and soft, fine silks are used, because these materials to give the best results in the finished garments must be adjusted with care. Draping is done by putting the garment on a form, the lines of the front, under arm, and back of the garment set in proper relation to the waist line, and the parts pinned ready for the finisher or the operator. For convenience a draper and operator frequently work together with good results. Draping in some shops is combined with examining, thus eliminating one operation, which arrangement not only saves time but does away with one handling of the garment. In making up soft, thin fabrics it is important that the goods be handled lightly and carefully and as little as possible, for defects in workmanship, wrinkles, etc., can not be overcome by pressing as they can in garments made of heavy woolen, cotton, or linen fabrics.

Assorting: Assorting is done by girls, though not the youngest girls in the industry, who do not necessarily know anything about the making of a garment. Their work consists of assorting from the great piles of cut pieces taken from the cutting table all the various pieces belonging to one garment according to a chart or guide prepared for the purpose, tying the pieces into bundles, and marking the bundles with the lot number ready for the stitchers. This method of sending work to the operators is used in shops where much of the work on the garments is done by one worker, and may be done at the cutting table or in a separate department, as is most convenient for the management of the shop.

Designing: Designing is the one phase of the garment industry that calls for individual ability and originality. To be a successful designer a woman must be quick to see the trend of fashions, clever in adapting new ideas, and skilled in combining materials and colors.

The designer seldom does the sewing necessary for the making of the garment, but has a sample operator, a draper, and sometimes finishers as well, to carry out the work which she plans. Designing is distinctly an art, and to succeed there must be talent for good line in garments combined with practical application of fashions, and the gift of combining colors artistically. Although the draper or the operator may not become a designer, because of the lack of these qualities, the underworker who does become a designer takes to the work a knowledge of the construction of a garment that is a valuable asset in her work.

Cutting: Cutting is done exclusively by men. For this work there is a greater amount of technical knowledge required than for any other branch of the trade. The work of cutting has four divisions, viz, pattern making, pattern grading, cloth marking, and cloth cutting. The first two of these occupations require a substantial knowledge of drafting which has a distinct scientific foundation. Cloth marking and cloth cutting are largely a matter of skillful placing of patterns and quickness and accuracy in the use of the knife or shears, and do not necessarily demand a working knowledge of pattern making and grading.

In some shops four classes of workers, as named in the previous paragraph, are used; but in small establishments, where the amount of product does not warrant so large a staff, the pattern maker frequently does his own grading and the marker does the cutting.

As in all other branches of the operating industry, the work in the cutting department is done in large quantities, layer upon layer of cloth called "lays" or "spreads" being placed together, and as many as 96 layers being cut at one time. Large quantity cutting insures uniformity, for great care is taken to prevent the slipping or "crawling," as it is sometimes called, of the layers of cloth as the knife passes around the pattern, and it also saves the time of the cutter, for one tracing around the pattern marks a great many garments and one cutting prepares a great deal of work for the operators.

Relation of the designers' and cutters' work: The designer makes up a model which is approved for the market and is then turned over to the cutter, who makes the pattern so as to preserve the line and proportion of the garment. It is possible, however, to cut a pattern seemingly like the model and yet destroy the very points that give the model distinction. When the first pattern is satisfactory, it is then ready for grading into the various stock sizes, which range usually from 34 to 44. The patterns once made are used as long as there continues to be a demand for that particular garment.

HOW GIRLS ENTER THE INDUSTRY AND LINE OF PROMOTION.**RELATIONSHIP OF SUBDIVISIONS.**

There is in reality an occupation of low rank in each of the three subdivisions of the industry—viz, nonoperating, special machine operating, and garment operating—any one of which offers a means for new workers to enter the trade. The nonoperating occupations of cleaning, finishing, and assorting are, however, preeminently the place of entrance to the trade for young girls just out of school.

It is possible for older girls—girls of 17 to 19—to begin as operators. Their chances for so doing are best in shops where the labor on a garment is very much subdivided and in busy seasons when the demand for workers exceeds the supply. There is no doubt whatever that this work requires greater judgment and initiative and physical poise than cleaning or finishing, so it is practically impossible for the youngest girls in the industry to begin as operators.

Girls entering the industry who undertake the operating work at the beginning of their service frequently have had some training, which, though not directly for the dress and waist industry, seems to make them somewhat adaptable for the industry. This training may have been secured through home sewing, as girls of 14 to 18 frequently make dresses for themselves; it may have been secured through contact with custom dressmaking as errand girls or helpers; or it may have been secured in some other branch of the operating industry though little of the experience, except the use of the machine, is of advantage in a new line of work. It is impossible to get any authentic data on these points, but interviews with workers and manufacturers indicate that these factors are somewhat recognized.

It may be said that older girls may begin in the trade in one of the special machine operations, especially if mechanically inclined, but as in garment operating there is no evidence of this being generally done.

LINE OF PROMOTION.

Young girls just out of school, who enter the industry without preparation, are taken in as cleaners or finishers, usually as cleaners. As cleaning requires no training, little general intelligence, and no initiative, it represents the bottom of the ladder of occupations in the industry. Although little is demanded of the worker but care and attention to work, cleaning gives to the observant girl a kind of experience in handling work that carries over into finishing, which is the next step higher.

Finishing requires, in addition to care and attention to work, some knowledge of hand sewing, and here again the observant girl can, in sewing on hooks and eyes, fastening ends, etc., accumulate con-

siderable knowledge of the way a garment should look when completed. As in cleaning, the sense of touch and care in handling work contribute to the training of the worker.

The next position in the scale, and the one to which the finisher can go with comparative ease, is examining. The examiner, like all other workers in the trade, must handle her work carefully so as to avoid useless motions and, more important still, so as to avoid soiling or wrinkling the work. In addition to these points, she must exercise uniform care in looking for flaws in stitching, such as stitching off the line, dropped stitches, and catching in the seam or hem extra cloth that should not be there. She must also see puckered or stretched seams and be accurate in measuring the two halves of a garment. Not only must the examiner find the flaws, but she must be able to ascertain in which department mistakes were made, and, frequently, she suggests how mistakes may be remedied.

When a worker has mastered the art of examining, she has two avenues in the industry open to her, viz, draping and operating, either of which means a radical change in work. For the girl who does not like the machine work, draping makes the strongest appeal.

Whether draping or operating is chosen, her experience as a cleaner, a finisher, and an examiner has not only given her some knowledge of the careful handling of work, which throughout the trade is a very large element of success, but this experience is of immediate use in other types of work in the trade. This is especially true when she becomes a draper. The new and important demand in draping is the adjustment of the lines of the garment to the figure and the ability to detect errors in the joining of the parts, such as stretching, puckering, and seams sewed too deep or unevenly. Draping and examining are frequently combined, when, of course, the worker performs all the work of the draper and the examiner.

The draper may become a designer in a comparatively short time, if definitely and specifically talented and possessed of a knowledge of the way garments are put together; the operator may also become a designer, if talented, though by the very nature of her work her arrival at this goal will be longer deferred than the draper's, but success in all probability will be more stable. Designing, however, is so largely a question of talent that it can not be considered the goal for any but the unusual worker. It is, of course, by virtue of the skill required, the limited number eligible to this field of work, and the high salaries paid, the pinnacle for the women workers in the trade.

Operating, on the other hand, offers several substantial alternatives which any good operator may reasonably expect to reach, and for this reason, though the progress is less rapid, garment work is very

desirable. The girl with the ambition to become a designer may fall a little short of the mark, but with a good knowledge of garment work may become a sample maker, an occupation requiring a high grade of ability and considerable versatility and giving steady employment and good though not high wages.

When the worker upon leaving finishing or examining chooses operating she has again two alternatives; she may become a garment operator or she may become a special machine operator. Here again lies a difficult decision for the young girl, for the special machine work offers ready and good returns, whereas the garment work is not only more difficult in the long run to learn than the special work, but returns are lower and come in more slowly; on the other hand these returns fluctuate less within the season and from season to season, for no matter what the fashions may dictate the demand is for dresses, waists, skirts, and trimmings that are more or less constant as to general construction. The special machine work is usually an end in itself and rarely leads the worker to any degree of craftsmanship in her trade, whereas garment work, especially where it is possible to learn several parts of the work, leads out into other important avenues or, higher still, to avenues of waist or skirt making or sample making, which requires the greatest skill and offers good returns, or, if the worker is talented, to the highest goal of all, designing. Special machine work is desirable for the girl who prefers and succeeds best in mechanical work; but for the girl with constructive ability, garment making, first in making part of a garment and eventually in making the entire garment, is by far the greater earning asset.

When beginning any form of sewing on power machines, the worker must first learn to control the power; that is, to start the machine, to stop the machine, and to command a slow or rapid rate of stitching, as desired. She must also learn to stop the machine quickly, as several stitches out of the way frequently make a great difference in the quality of her work. These factors she usually learns on a plain sewing machine first with bits of cloth and later with actual work on garments.

The first garment work is usually plain seaming of short lengths, such as stitching on cuffs, putting on gores, or running straight hems for the center back. Gradually more difficult work is given, as sewing of seams of waists, or the longer seams of the skirt, then the making of sleeves; later, if evidence of skill is shown, sleeve setting and similar difficult work is given. This procedure is incidental rather than the rule, however, for the tendency of the trade is to train its workers for specific jobs only as the need for workers for specific jobs arises. To know how to do all these tasks with a degree of skill, is to become a waist maker; or to sew long seams skillfully and make a curved hem well, is to become a skirt maker.

With every part of waist making well in hand a girl may have a place as waist maker. In those establishments where much subdivision of the work is the accepted method, the skilled operator with a knowledge of several types of work may become a sample maker; in establishments where as little subdivision as possible is the method of work, an operator may be a waist or skirt maker; and when proficient on stock work, she may become a sample maker.

As already stated, the special machine work is especially adapted to girls having greater mechanical ability than constructive ability. The lack of constructive ability, except where work is closely subdivided and little or no responsibility left to the worker, is readily detected by the girl herself or by the forewoman. These girls may naturally take to the more mechanical work, or they may be guided into this work by forewomen, who, through experience in dealing with workers, have learned to fit them into their right niches. It is difficult to ascertain in what branch of the industry such special machine work as tucking and hemstitching is learned, though it is probably learned in those trades where muslins, lawns, and batistes are used, the worker going into the branches of the trade where the higher-priced work on chiffons, nets, etc., is used, as more workers are demanded.

Cutting—A man's trade.—Cutting, the occupation of highest rank in the industry, stands preeminently in a class by itself. This is due to two factors: First, considerable technical knowledge, gained only through long and specific training, and a kind of skill that goes with technical knowledge are necessary for even average success; second, no phase of any of the other occupations in the industry makes material contribution, either in the way of experience or partial training, to the knowledge required of the cutter.

Pressing—Its relation to the trade as a whole.—Pressing, although it requires a more mature worker than other nonoperating occupations, such as cleaning and finishing, is not regarded as a high-grade occupation, and is rarely, if ever, recruited from the ranks of younger workers. Women and sometimes men of middle age do this work and are less likely to change into the operating occupations, so this occupation, though not to be compared with cutting, either as to skill or wage possibility, also stands apart from the other occupations of the industry.

Designing—Its relations to other occupations.—Designing, too, may be said to stand in a class by itself. Unlike cutting, to which experience in other occupations in the trade makes almost no contribution, and pressing, which is too limited a field to attract workers who wish to be "mechanics" (a term used in the sense of journeymen), successful designing is largely dependent on artistic talent of a rather definite nature. But, although only the most successful

and gifted underworkers may expect to become designers, it is true that experience in garment making and in the handling of a great variety of garments and materials does contribute very directly to one phase of the training of a designer. Other knowledge, such as the uses of color, the combinations of materials, and the "cut" of a garment, may be contributed to by art study and by contact with and study of the trend of fashions.

Elimination of certain occupations in this study.—Since this study is intended primarily for the education of girls and women in the dress and waist industry, cutting is eliminated, because it is essentially a man's trade. Pressing is eliminated, because it, too, is not closely related to what is termed the trade. Hereafter, in this discussion, these two occupations will not be considered.

WAGES, LENGTH OF WORKING YEAR, AND DEMAND FOR WORKERS.

In studying an industry with a view to training its workers either before or after they have entered the industry, there are four important issues to consider: (1) Yearly or seasonal demand of the industry for workers and the extent to which it is supplied; (2) social, sanitary, and working conditions in the industry and the desirability of the work it offers; (3) what the occupations of the industry demands of its workers and to what extent the industry through the character of its organization provides opportunity for training "on the job" and promotion from one job to another; and (4) the yearly wage possibilities of the occupations in the industry.

As to the demand for workers in the dress and waist industry, there are no statistics to show definitely the number of new workers needed from year to year to fill the places made vacant by marriage or change of employment of the women workers, but the recent investigation of the trade made by the board of sanitary control¹ estimates that only about one-fourth of the workers are 25 years of age and over, indicating that there is a constant and heavy falling off of workers each year, thus creating a demand for new workers. This demand is roughly estimated by the manufacturers' association of the dress and waist industry as calling for approximately 5,000 new workers each year, and the demand is for experienced workers, which are at the present time recruited indirectly and unsatisfactorily from the ranks of lower types of the garment industry. In a sense these recruits are "green" workers and are treated as such until they have learned the "tricks" of the new work, for very little experience gained through contact with other garment trades carries over into the specialized work of the dress and waist industry. Occasionally a clever woman "bluffs" her way into the trade and finally succeeds. She is the exception, however, and not the rule.

¹Special Report of the Joint Board of Sanitary Control of the Dress and Waist Industry, 1913, p. 7.

Social conditions in the dress and waist industry are not unfavorable and need not be unfavorable except through the neglect or carelessness on the part of the management, which is the rare exception. Much has been done to organize this industry on an efficient basis, and in most instances the organization of the shop is good and the social conditions correspondingly so.

Sanitary conditions in the industry have been greatly improved by the standards set up by the joint board of sanitary control in 1913, which provided for adequate lighting, cleanliness, location of work rooms, toilet accommodations, and the like.¹ The character of work in this industry is agreeable. The product is clean, relatively free from dust, and attractive in color, design, and materials used, all of which makes the work desirable. Except for the noise and vibration of machines, though conditions in this respect are improved by the new type of steel and concrete building and better modern machines, there is little in the industry that is not attractive to the worker.

The one really serious unfavorable condition or custom remaining in the industry is the overspeeding about which so much protest has been made in past years. It is difficult to determine whether this evil is growing less or greater, but the tendency to the development of a spirit of craftsmanship among the workers, gradual decrease of the piecework system, and the making of the greater part of the entire garment by one worker, all contribute more or less toward the breaking up of a system obnoxious and degenerating for the worker and demoralizing and degrading for the industry itself.

There is also the demand of the industry on the working and thinking powers of its employees. What does the industry demand of its workers? Does its organization pay attention to its product and leave the worker to spend a lifetime in one job or change to another as best she can, or does the character of the work lend itself to an arrangement which produces well and at the same time gives the worker a chance to do more than one task, and perhaps eventually go through all the tasks necessary for making the finished product? The old way of learning a trade through an apprenticeship which led the worker through a series of practical experiences resulting in all-round training has never been a feature of the dress and waist trade, which is a development of the last decade. As a matter of fact its history has been the reverse; a recognized apprenticeship has never existed, though a tendency toward all-round training is desired by many workers in the trade and is secured, if possible, but at the present time by piratical methods only. An analysis of the educational possibilities of the trade is made in a later chapter of this study.

¹Special Report of the Joint Board of Sanitary Control of the Dress and Waist Industry, 1913, p. 15.

The yearly wage possibilities for the women and girls who enter an industry are of greatest importance whether the motive be for immediate returns to meet pressing economic need or a response to talent and inclination. If economic need must be met, the amount of the earnings is perhaps crucial; if talent and inclination furnish the motive, the ascending scale of money return for work indicates the desirability of jobs higher up and the measure of craftsmanship the trade involves. There is considerable evidence that a strong desire for real craftsmanship exists among the workers in the dress and waist industry which, if carefully fostered among the workers themselves, will greatly safeguard them from overspecialization and exploitation.

When wages tend to be low for the type and quality of work produced it is necessary to know also whether or not the low rate is due to the inefficiency often attributed to women workers and insufficient knowledge of the industry—both of which put a heavy burden on the industry—and the extent to which training for the job may be expected to increase efficiency and earning capacity.

Unfortunately, only incidental evidence on this point is available, but the number of new workers to be broken into the industry each year and the lack of standardization of work indicates that the reports given by employers to the effect that their losses through inefficiency and carelessness on the part of the great mass of their workers is heavy and avoidable leads to the belief that the surest way to raise wages is to increase the efficiency of the workers through training for the job.

There is a growing tendency toward standardization of wages which, it is hoped, will bring about standardization of occupations, so that workers may look forward to promotion with reasonable assurance of success when the standard demanded by an occupation has been attained.

The following tables of wages show the weekly rates of workers during the last year. It has been impossible to secure any reliable data regarding the number of weeks of employment for women in the industry except for those employed practically all the year.¹

Duplication of names, lack of permanent records, and inability of workers to furnish accurate information have been given as the reason for the lack of conclusive report on this point.

¹ Mr. N. I. Stone of the Wage Scale Board of the Dress and Waist Industry has estimated the average number of weeks of employment for the year as 39 weeks, which is the nearest approach to an accurate statement that can be made at this time.

APPENDIX I.—INDUSTRIAL EDUCATION IN THE INDUSTRY. 173

NUMBER OF WEEK WORKERS AND OF PIECEWORKERS IN THE DRESS AND WAIST INDUSTRY OF NEW YORK CITY RECEIVING EACH CLASSIFIED AMOUNT PER WEEK, BY OCCUPATION AND SEX

| Occupation. | Week workers. | | | | | | Pieceworkers. | | | | | | Wage not determinable. | |
|---------------------------|-------------------------|------|-------------------------|------|-------------------------|-------|-------------------------|------|-------------------------|------|-------------------------|-------|------------------------|------|
| | Less than \$6 per week. | | \$6 to \$9.99 per week. | | \$10 and over per week. | | Less than \$6 per week. | | \$6 to \$9.99 per week. | | \$10 and over per week. | | | |
| | Women. | Men. | Women. | Men. | Women. | Men. | Women. | Men. | Women. | Men. | Women. | Men. | Women. | Men. |
| NONOPERATING. | | | | | | | | | | | | | | |
| Assorters..... | 12 | | 72 | | 63 | 4 | | | | | | | | |
| Cleaners..... | 749 | | 1,217 | | 40 | | | | | | | | 80 | |
| Cutters..... | | 20 | | 170 | | 1,474 | | | | | | | | 37 |
| Drapers..... | 5 | | 59 | | 1,195 | | | | | | | | 56 | 6 |
| Embroiderers..... | 1 | | 51 | 1 | 34 | | 16 | | 32 | | 49 | | | |
| Examiners..... | 16 | | 219 | | 555 | | | | | | | | 52 | 10 |
| Finishers..... | 155 | | 2,399 | | 695 | | 616 | | 861 | | 637 | | | |
| Ironers and pressers..... | 9 | 1 | 108 | 37 | 270 | 314 | 9 | 8 | 13 | 16 | 137 | 161 | | |
| Joiners..... | | | 52 | 1 | 114 | 6 | | | | | | | 30 | 4 |
| Markers and slopers..... | 2 | 1 | 13 | | 6 | 15 | | | | | | | | |
| Total..... | 949 | 22 | 4,190 | 209 | 2,972 | 1,813 | 641 | 8 | 906 | 16 | 859 | 161 | 218 | 57 |
| OPERATING. | | | | | | | | | | | | | | |
| Buttonhole makers..... | | | 19 | 3 | 26 | 28 | 4 | 5 | 5 | 3 | 12 | 40 | | |
| Button sewers..... | 17 | 1 | 67 | 2 | 29 | 8 | 4 | | 7 | | 12 | 8 | | 3 |
| Closers and hemmers..... | 2 | | 26 | 3 | 36 | 11 | 2 | | 17 | 1 | 21 | 15 | | |
| Dressmakers..... | | | 8 | | 48 | 15 | 12 | | 28 | 2 | 254 | 73 | | |
| Hemstitchers..... | 2 | | 32 | 1 | 114 | 6 | 2 | | 4 | | 16 | 3 | | |
| Lace runners..... | 2 | | 30 | 1 | 51 | 6 | | | 5 | | 15 | 3 | | |
| Sample makers..... | 8 | | 24 | | 513 | | | | | | | | 14 | 21 |
| Skirt operators..... | 4 | 1 | 19 | 3 | 35 | 60 | 1 | 1 | 4 | 3 | 165 | 103 | | |
| Sleeve setters..... | | | 14 | | 43 | 25 | 2 | | 6 | | 21 | 28 | | |
| Sleeve makers..... | 9 | 1 | 118 | 4 | 46 | 7 | 12 | | 42 | 3 | 73 | 29 | | |
| Trimmers..... | 3 | | 79 | | 251 | | 9 | | 37 | | 233 | | | 22 |
| Tuckers..... | 3 | 1 | 64 | 6 | 293 | 102 | 13 | 5 | 35 | 13 | 219 | 121 | | |
| Waist operators..... | 233 | 11 | 1,206 | 84 | 978 | 237 | 185 | 14 | 441 | 36 | 2,018 | 382 | | |
| Unclassified..... | 79 | 6 | 608 | 24 | 1,679 | 226 | 230 | 16 | 457 | 35 | 2,538 | 557 | | |
| Total..... | 362 | 21 | 2,314 | 131 | 4,142 | 731 | 476 | 41 | 1,088 | 96 | 5,597 | 1,362 | 14 | 43 |
| Grand total..... | 1,311 | 43 | 6,504 | 340 | 7,114 | 2,544 | 1,117 | 49 | 1,991 | 112 | 6,456 | 1,523 | 232 | 100 |

NUMBER AND PER CENT OF WOMEN AND OF MEN IN THE DRESS AND WAIST INDUSTRY OF NEW YORK CITY RECEIVING EACH CLASSIFIED AMOUNT PER WEEK.

| Classified amount per week. | Women. | | Men. | |
|-----------------------------|---------|-----------|---------|-----------|
| | Number. | Per cent. | Number. | Per cent. |
| Under \$6..... | 2,428 | 10 | 92 | 2 |
| \$6 to \$9.99..... | 8,498 | 34 | 452 | 10 |
| \$10 and over..... | 13,570 | 55 | 4,067 | 86 |
| Wage not determinable..... | 232 | 1 | 100 | 2 |
| Total..... | 24,728 | 100 | 4,711 | 100 |

NUMBER AND PER CENT OF WEEK WORKERS AND OF PIECEWORKERS AMONG WOMEN AND AMONG MEN EARNING \$6 AND OVER AND \$10 AND OVER PER WEEK IN THE DRESS AND WAIST INDUSTRY OF NEW YORK CITY.

| | Number. | Per cent. |
|---------------------------------------|---------|-----------|
| Women earning \$6 and over per week: | | |
| Week workers..... | 13,618 | 62 |
| Pieceworkers..... | 8,450 | 38 |
| Women earning \$10 and over per week: | | |
| Week workers..... | 7,114 | 52 |
| Pieceworkers..... | 6,456 | 48 |
| Men earning \$6 and over per week: | | |
| Week workers..... | 2,884 | 64 |
| Pieceworkers..... | 1,635 | 36 |
| Men earning \$10 and over per week: | | |
| Week workers..... | 2,544 | 63 |
| Pieceworkers..... | 1,523 | 37 |

OUTLINE OF EDUCATIONAL CONTENT OF DRESS AND WAIST INDUSTRY.

In making a study of an industry for educational purposes it is necessary to get at the factors that form what may be called the educational content, i. e., those things that are required to be known and that can be taught either by theory or by carefully arranged practice lessons or by a combination of both theory and practice. In this study these factors have been classed under four heads, viz: General knowledge, trade knowledge, technical knowledge, and manipulative skill. These terms are used in this study as follows:

1. *General knowledge* is used here to mean a usable knowledge of spoken and written English, a workable knowledge of arithmetic, writing, and hygiene, and general intelligence that may be the result of home training, school training, or business training, gained through contact with business people, or a combination of all these factors, together with judgment and reasoning ability.

2. *Trade knowledge* is knowledge frequently termed "tricks of the trade" and "short cuts" gained through long practical experience, and handed on from worker to worker as accepted methods of work, but seldom the result of accurate technical knowledge.

3. *Technical knowledge* is organized knowledge based on underlying scientific principles.

4. *Manipulative skill*, frequently called "knack," is the efficient use of the body as a whole and in part, so as to get successful, accurate, and quick results. These are mainly motions of the hands, the feet, or the body as a whole, which make for an effective habit of work. Touch, as in handling light delicate fabrics or heavy firm fabrics, also forms an important part of manipulative skill.

The specific demands upon the general knowledge of the rank and file of garment workers as shown by the following outline is very limited, and, if the demand for specific arithmetic and English were the only demand upon the general education of the workers, the situation would be deplorable, but, as a matter of fact, the industry makes heavy demands upon the general intelligence of its workers, less in occupations requiring little ability and skill and a great deal upon the workers who do the more difficult and responsible work of making the entire garment, or the samples, or the designing of the season's models. To put it arbitrarily the actual demand upon general knowledge as shown in the outline represents about 20 per cent efficiency whereas the trade demands a 90 per cent standard—the outline represents a demand for mental development and accomplishment equal to about fourth-grade accomplishment whereas the trade as a whole demands the grammar graduate standard. This does not mean that the industry is demanding an eighth grade certifi-

cate of graduation, but it does mean that it demands a grade of intelligence equal to or higher than that acquired by completion of the present grammar-school course.

The actual demands upon arithmetic, English, writing, and spelling should in any scheme for training the worker form the basis for related instruction, and as much supplementary additional work given as the pupils can be induced to take and time permits.

These basic features of the courses should be given with as careful presentation and as thorough drill as is considered necessary for the efficient typewriter, for quick and accurate use of the few arithmetical processes required are as valuable stock in trade for the operator as skillful manipulation of the keys of a typewriter is to the girl in the office.

GENERAL KNOWLEDGE.

The minimum of general knowledge required of workers in the trade is as follows:

1. Arithmetic:
 - a. Simple counting to 200 or 300.
 - b. Simple addition in order to account for amount of work done.
 - c. Simple multiplication.
 - d. Fractional parts of the dollar, of the dozen, of the inch, and of the yard.
2. Writing:
 - a. Clear handwriting and making of figures.
3. Hygiene. Sufficient knowledge of the care of the body to enable workers to attain physical efficiency. This includes:
 - a. Posture.
 - b. Breathing.
 - c. Cleanliness.
 - d. Food.
 - e. Fresh air.
 - f. Dress.
 - g. Special hygiene for women.
4. English:
 - a. Writing of simple English.
 - b. Reading of simple English.
5. Elementary art. Color sense sufficient to match colors in threads.
6. General intelligence, which enables the worker to understand directions and to make necessary adjustments for change of style in garments.

TRADE KNOWLEDGE.

The trade knowledge required of workers in the trade is as follows:

1. Care of the machine, as—
 - a. Oiling.
 - b. Cleaning of lint, dust, etc., from the working parts of the machine, etc.
 - c. Setting of needle.
2. Regulation of tensions for different kinds and weights of fabrics:
 - a. Sewing together two plies of the same weight and texture.
 - b. Sewing together two plies of different weight and texture.
3. Equalization of the rate of the upper and lower layers of cloth as they pass under the presser foot for—
 - a. Long or short seams.
 - b. Straight or shaped seams.
4. Making right and left sleeves.
5. Setting right sleeve into right armseye, and left sleeve into left armseye.
6. Proper distribution of gathers for—
 - a. Ruffles.
 - b. Sleeves.
7. Relation of bias to straight in machine stitching.
8. Trimmings. Sewing on—
 - a. Lace and insertion.
 - b. Frills.
 - c. Piping.
 - d. Cording, braiding, etc.
 - e. Medallions.
9. Sewing on hooks and eyes, buttons and snappers.
10. Finish on bottom of skirt:
 - a. Hem.
 - b. Plaits at top edge to dispose of fullness.
 - c. Facing—bias, straight, fitted.

TECHNICAL KNOWLEDGE.

The technical knowledge required of the worker in the trade is as follows:

1. Sleeve seam sewn so as to avoid twisting of the front seam of sleeve.
2. Relation of underarm seam of waist and front seams of sleeve:
 - a. Coat sleeve.
 - b. Leg-of-mutton.
 - c. Shirt sleeve.
 - d. Low shoulder sleeve.

3. Relation of the length of the shoulder seam and the shape of the top of the sleeve:
 - a. Short shoulder seam, high full curve of top of sleeve.
 - b. Long shoulder seam, low scant curve of top of sleeve.
4. Effect of position of shoulder seam on the slope of that seam.
5. Relation of the position of the shoulder seam to the shape of the neck line—
 - a. On front of waist.
 - b. On back of waist.
6. Relation of the underarm seam to waist line or belt.
7. Direction of the "grain" of the cloth for—
 - a. Back.
 - b. Front.
 - c. Sleeve.
 - d. Parts of skirt.
8. Relation of parts to parts of a—
 - a. Gored skirt.
 - b. Draped skirt.
9. Plackets—kinds and their relation to the garment.
10. Relation of lines of skirt to waist or belt line.

MANIPULATIVE SKILL.

The manipulative skill required of workers in the trade involves the following factors:

1. Control of the machine.
2. Coordination of right and left hands.
3. Position of body at work.
4. Habit or methods of work used in stitching that give best results with least physical effort, as, for example, in such operations as—
 - a. Straight seam—two straight edges.
 - b. Straight seam—one straight, one bias or shaped edge.
 - c. Two shaped edges, as underarm seam.
 - d. Curved hem—sewing on collar.
 - e. Setting sleeve, i. e., a curved seam that can not be laid flat under presser foot.
 - f. Short seams, long seams.
5. Economy of time and motions in beginning each new task and piling up finished work.
6. Touch, as in—
 - a. Handling fabrics of different weights and textures.
 - b. Recognizing the "grain" of the material.

PROPOSED SCHEME FOR A FACTORY SCHOOL.

ORGANIZATION.

General organization: For effective trade and business instruction, which is the aim of the factory school, it must be organized like an up-to-date factory. It must therefore have a well-equipped factory workroom for the trade work and an office for carrying on the business of the school, equipped and managed by approved business principles. To complete the organization in such a school there are needed also classrooms, because the character of the equipment of a garment factory and the great amount of space over which the machines and the workers must of necessity be distributed makes class instruction in the workroom very impracticable, in fact almost impossible. Then, too, work of the type and amount always in course of construction found in a garment factory can not be put aside for class instruction without risk of soiling or unnecessary wrinkling. Separate classrooms for class instruction will in the end facilitate instruction, and be cheaper than attempting to use one space for too many purposes.

Organization of the school factory: In equipment, arrangement of equipment, regulations for giving out, collecting, and accounting for work, and general management of the workroom, the school factory should be patterned after the best up-to-date factory organization, and as this outline has in mind doing work directly for factories which furnish cutwork for the operators, compromise on this point is neither necessary nor desirable. On the contrary, as the work is to be done on up-to-date product, which is to be turned out in good time and in good order as well, the more closely the school factory complies with accepted factory methods in every respect the more satisfactory will be the results as to training of the pupils, for part of the training is gained through contact with an efficiently managed establishment.

Classrooms, organization and equipment: As stated above, the workroom, with its machines, is not a feasible place for class instruction, so it is necessary to have special rooms for classes to meet in for their lessons. These rooms should be equipped with plain tables and chairs like a workroom, and not with set benches and desks like a schoolroom, and, furthermore, the classrooms should be in as close proximity to the factory workroom as feasible, so as to make them appear a real part of the factory school. Lessons also should be closely related to trade work, so as to make the pupils feel that the class instruction is a vital and necessary part of the trade.

Office: Like the school factory, the school office should also conform to accepted business organization. A regular accounting system should be installed to take care of every phase of the work on approved business principles. All materials received, work sent out,

money expended—every phase of expenditure or income—should be classified, accounted for properly, and reported upon at stated times.

In addition to the business duties of the office, there should be kept also in the office systematic classified records of the girls in attendance at the school. These records should be filed for reference and so kept as to furnish accurate data for certificating pupils as they leave the school. In addition to the school records of pupils there should also be kept work records made up from data furnished by the workers and the employers for whom they work. As recertification is a part of the main plan of organization, these latter records are, of course, most necessary, and the collecting of material for them, classifying, and filing them should be done in the main office of the school with as much precision and system as is given to the keeping of other accounts.

Relation of departments to each other: For efficient work each department should have its own definite organization, but all departments should be interrelated so as to unite all parts into one large organization. The school factory should check up its work with the office, which hands over to the workroom the garments to be made, and account for the same systematically, and in turn check up finished work with the office when finished work is turned in for shipment. These records furnish excellent practical material for class instruction, and garments and materials from the factory furnish illustrative material for class work of various kinds. Each department should of course have a head worker who is responsible for the work of her department, and there should be a general director, responsible for the entire management, to whom department heads report.

ADMINISTRATION.

In the main a school is like a business establishment and a business establishment is like a school, in that each must have its central organization with a head responsible for the policies and practices of the entire organization. The business establishment demands an administrator versed in the customs and practices of the business world; the school demands of its administrator knowledge of approved educational methods and practices; the factory school requires an administrator who has a combination of both business experience and training in educational methods.

The director: The director of the factory school should therefore be a woman of education and business experience as well. She should have in her charge all of the departments of the school, and, with the cooperation of the board of control, decide on the general policies of the school. Her duties in toto should include all that pertains to the educational and the business administration of the school.

Management of the workroom: The workroom should be in charge of a forewoman who under the supervision of the director is immediately responsible for the management of the workroom. All trade teachers should be in her charge, and the apportioning of work to the different classes, examining finished work, and checking up with the office should also be included in her duties. The forewoman should be a woman of experience as a worker and a forewoman, for her duties in a factory school coincide largely with the duties of the factory forewoman.

Trade teachers: Instruction in operating and garment making should be given by women skilled and experienced in the trade who should have ability to interest and manage girls, for their duties involve not only instruction but the turning out of work in good condition and in good time as well. A minimum of 2 to 5 years' experience in the type of work to be taught and the equivalent of a grammar school education should constitute the qualifications for trade teaching. There should be one trade teacher for a maximum of 12 pupils.

Class instruction: Class instruction should be given by teachers having a knowledge of how to teach, a knowledge of the requirements of the trade, and ability to manage and interest girls in the classroom. Class instructors should be willing to study the trade day by day, to watch the change of work in the workroom, and keep class instruction apace with the product that is being turned out. Related arithmetic, English, and reading, to be acceptable to busy girls who are looking forward to greater trade efficiency, must be made a vital part of the trade work and this can be accomplished only by constant attention and application to those phases of the trade where these subjects come into use. For class instruction one teacher can satisfactorily instruct groups of 25 if comfortably provided for.

Art instruction: Art instruction should be presented by a person versed in trade art and the application of art principles. Elementary art principles, so far as the class is ready for them, can be taught in the classroom, using for illustrative purposes garments and material from the workroom. This instruction should be supplemented by practical talks as to the styles, the kinds of materials used, etc., given by practical designers with practical demonstrations. Art classes, like other study classes, may number 25 or more.

Health instruction: Health, like art, in the trade should be taught by the expert. Simple exercises, practical talks on posture, cleanliness, fresh air, etc., should be supplemented by short talks by health experts. A skilled nurse can give practical illustrations of caring for the girl who has fainted, as well as of how to adjust simple bandages. A physician can give convincing talks on the

value of correct posture or fresh air in the workroom and sleeping room. A course of 24 lessons with 6 practical lectures should accomplish a great deal. Health instruction may be given in large or small groups according to the types to be dealt with and the need of different groups for special instruction. General lectures should be given to the entire group, as lecturers can not well be asked to repeat. Suiting the talk to many types may well be left to the wisdom of the speaker.

Office staff: The office should have adequate service to care for all business and secretarial work. A minimum staff of one expert bookkeeper to keep accurate accounts of all incoming and outgoing business and records of pupils, and an assistant for secretarial and other office work is necessary for a school of 150 girls. The amount of business and the size of the school should of course determine any increase in the office staff.

COURSE OF STUDY FOR CLEANERS, FINISHERS, AND EXAMINERS.

This course offers a fivefold program, as follows:

1. A course in operating and garment construction that aims to develop trade knowledge, technical knowledge, and manipulative skill.

2. Classroom instruction that aims to develop general intelligence as well as to contribute to technical knowledge. This instruction includes written and oral English, writing letters, applications for work, records of work, etc.; arithmetic, and such simple textile study as the trade demands of the worker, directly and indirectly.

3. A course in civics and business ethics that aims to develop intelligence with regard to factory laws, city ordinances that affect the worker, and fundamental business relations.

4. Elementary art work that aims to develop an accurate sense of color where matching of colors is a part of the work, and a knowledge of good line and proportion.

5. Health instruction that aims to develop a sense of responsibility in such matters as posture, cleanliness, fresh air, personal hygiene, and wholesome recreation.

Time allotment for class work.

This program is planned for four-hour sessions, viz, 8 a. m. to 12 m. and 1.15 p. m. to 5.15 p. m. for each group of girls, and this time is allotted to the five parts of the program in proportion to the importance of the subject and the minimum length of recitation each subject requires for effective results.

Since trade training is the main object of the course and efficient trade training must provide as amply as possible for the development of trade knowledge, technical knowledge, and manipulative

skill, all of them qualities that demand repeated practice, trade instruction is given the largest time apportionment in the schedule.

Class instruction is given the next place in time allotment, though the idea is not that this instruction shall be isolated from the workroom, but that it shall be made to overlap as much as possible without interrupting the actual trade work.

Art instruction in a tentative program is difficult to evaluate in terms of class periods, for the amount and kind of instruction to be of value must be determined by the demand of the trade and the capability of the class. It is given third place here with girls of average ability in mind.

Civics and business ethics and health are given the least time for actual class work, because these subjects to be made the vital part of a business woman's life should be made to function in every part of her experience in the workroom. This course therefore plans that these subjects shall have constant application in the workroom in addition to classroom instruction and practical lectures by expert authorities on health problems, on problems of civic and business life, etc.

In terms of hours the time allotment for instruction and class work according to the ideals set for this work is as follows:

| | Hours per week. |
|---------------------------------|-----------------|
| Trade work..... | 17 |
| Classroom instruction..... | 3 |
| Art..... | 2 |
| Civics and business ethics..... | 1 |
| Health..... | 1 |

SCHEDULE OF CLASSES.

| Monday. | Tuesday. | Wednesday. | Thursday. | Friday. | Saturday. |
|-------------------------|-------------------------|--|-------------------------|-------------------------|-------------------------|
| Class work, 1 hour. | Art work, 1 hour. | Class work, 1 hour. | Art work, 1 hour. | Class work, 1 hour. | Trade work, 4 hours. |
| Trade work, 3 hours. | Trade work, 3 hours. | Health, 1 hour. Trade work, 2 hours. | Trade work, 3 hours. | Trade work, 3 hours. | |

Course in Operating and Garment Making (17 hours per week).

I. Use and care of the machine:

1. Starting and stopping the machine.
2. Control of the machine—by means of short and long length practice stitching.
3. Threading machine.
4. Winding bobbin and threading shuttle.
5. Setting the needle.
6. Adjustment of tensions.
7. Oiling and dusting machine. Cleaning off lint, etc.

- II. Practical work in garment making. (This work always to be done on up-to-date marketable garments.)
1. Section work for preliminary training in getting used to machines and handling work—
 - A. Making of small parts—
 - a. Cuffs and collars.
 - b. Revers.
 - c. Belts, or any other parts that may be made separately.
 - B. Seaming—
 - a. Underarm.
 - b. Shoulder seams.
 - c. Setting in kimono sleeves that rise to the neck line or low shoulder kimono sleeves.
 - d. Sleeve seams.
 - e. Skirt seams.
 - C. Hemming—
 - a. Straight, as center backs or fronts.
 - b. Curved, as bottom of waist or skirt.
 - D. Gathering.
 - E. Trimming.
 2. Making the entire waist or skirt, applying principles gained through above section work.
 3. Class instruction in the technique of garment making that involves the points listed under "Technical knowledge" (p. 176) required of the worker.
- III. Special machine work:
1. Buttonholing.
 2. Hemstitching.
 3. Tucking.

Classroom Instruction.

[Instruction (3 hours per week). Short intensive recitations followed up in workroom application, whenever and wherever classroom work comes naturally into use in the workroom. It is, of course, understood that application of English, etc., must be closely allied with trade work.]

I. English:

1. Written—
 - a. Business letters.
 - b. Applications for positions.
 - c. Record of week's work.
 - d. Social correspondence.
 - e. Simple compositions, when advisable.
 - f. Limited amount of dictation and reproduction—to develop concentration and ability to take and follow directions.
2. Oral—
 - a. Giving directions carefully worded.
 - b. Repeating directions.
 - c. Simple accounts of work done or vacation trips.

(NOTE.—This work to be formalized as little as possible.)
3. Reading—

Of a kind and quantity suited to the personnel and ability of the class.

II. Arithmetic:

1. Drill in fundamentals as applied to work and to the keeping of records.
2. Drill in use of fractions required for workroom practice.
3. Problems involving use of money, as in buying and selling.
4. Use of the income.

III. Practical lessons on kinds and qualities of cloth ($\frac{1}{2}$ hour per week):

1. Simple practical lessons in the study of different kinds of cloth—cotton, linen, silk, and wool, and mixtures.
2. Practical lessons on adulterations and "fillers."
3. Ways to recognize and use the "grain" of the cloth.
4. Practice in the sense of touch in handling cloth.

Course in Civics and Business Ethics (1 hour per week).

Civics and business ethics are so much a part of right living and right school work that these subjects to be effectively taught must come into play constantly in the classroom and in the workshop. For this reason little time is set aside for actual class instruction with the idea that the line teacher will make the subject a part of every-day experience.

I. Factory laws:

1. Talks and lectures by members of public building department; by others intimately connected with public work.
2. Sanitation.
3. Lights.
4. Care of halls, etc.
5. Building regulations—fire regulations.

II. Business ethics:

1. Dealing between workers and employers.
2. Ethics of price setting, etc.

III. Business organization.

Art Course.

Art instruction for girls who are not being prepared directly for designing should be of a very practical sort. Talks by successful designers with practical demonstrations as to the construction of garments and discussion of color combinations should form an important part of the work. The designer may also discuss the general construction of a garment to good effect.

Instruction as to what constitutes a well-shaped garment gives opportunity for introducing the technique of garment making and study of line and proportion into the art work.

Simple practical lessons in color and color combinations should also receive careful attention.

As previously stated, the kind and amount of art instruction depends so largely on the type and capability of pupils that it is difficult to outline a course with any degree of accuracy before knowing something of the personnel of the class.

Health instruction (two hours per week).

Practical talks on health by teacher in charge.

Lectures by authorities on subject of general interest, such as—

- Posture.
- Hygiene.
- First aid.
- Fresh air.
- Sanitation.

These lectures given at intervals convenient for the speaker should be supplemented by such gymnastic work and dancing as may seem best for the pupils. The rooms set aside for class work can be used for this purpose.

TENTATIVE RULES AND PLANS OF PROCEDURE FOR THE JOINT BOARD OF CONTROL FOR THE TRAINING OF WORKERS IN THE DRESS AND WAIST INDUSTRY. ¹

The Dress and Waist Manufacturers' Protective Association of New York City, Local No. 25 of the International Ladies' Garment Workers' Union of New York City, and the executive committee of the National Society for the Promotion of Industrial Education hereby mutually agree and concur in the organization of a joint board of control for the certification and training of workers in the dress and waist industry of Greater New York, to be governed by the following

RULES AND PLANS OF PROCEDURE.

1. *Membership of the joint board of control.*—Immediately upon the adoption of these rules and plans of procedure, the parties to this agreement shall create a joint board of control to be made up as follows:

First. Two persons nominated by the Dress and Waist Manufacturers' Protective Association.

Second. Two persons nominated by Local Union No. 25.

Third. Three persons representing the public and nominated by the executive committee of the National Society for the Promotion of Industrial Education.

These persons shall organize themselves into a board, and shall thereafter be known as the joint board of control for industrial education in the dress and waist industry. Hereafter in these rules they shall be referred to as the board. This board shall be the board of control for any and all schemes or plans for industrial training or apprenticeships carried on jointly by the Dress and Waist Manufacturers' Protective Association and Local Union No. 25.²

2. *Term of service of members of the board of control.*—The members of the board nominated by the parties of this agreement shall serve as follows:

One representative from the Dress and Waist Manufacturers' Protective Association and one from Local Union No. 25, for a term of one year each; one representative from the Dress and Waist Manufacturers' Protective Association and one from Local Union No. 25 for a term of two years; thereafter one representative from each of these two organizations shall be appointed each year for a term of two years, and the term of organizations shall be two years, or until their successors shall be appointed.

The members of the board nominated by the National Society for the Promotion of Industrial Education shall serve as follows:

One member for a term of one year; one member for a term of two years, and one member for a term of three years; thereafter one member shall be appointed each year for a term of three years by the executive committee, and the term of office of members so appointed shall be three years or until their successors are appointed.

3. *Duties and powers of the board.*—The board shall be charged with the duty and responsibility of carrying out this agreement and shall be authorized to incur such expenditures of all kinds as may be necessary in order to do so. It shall make an annual report of its acts in the administration of this agreement to the Dress and Waist Manufacturers' Protective Association, to Local Union No. 25, and to the executive

¹ Prepared by C. A. Prosser.

² Except the proposed scheme for cutters' apprentices.

committee of the National Society for the Promotion of Industrial Education; shall make a study of ways and means to extend the plan herein proposed for the training of all workers in the dress and waist industry, and shall make recommendations concerning the same to the parties to this agreement.

4. *The organization and maintenance of a factory school.*—As soon as practicable after the organization, the board shall proceed to establish a factory school for the training of workers, subject to the following conditions:

(a) This school shall at the start deal only with girls over 14 years of age who are already employed as cleaners and finishers in the dress and waist industry.

(b) The school shall be located close to the center of the dress and waist industry.

(c) The school shall be operated every day except Sunday during the entire year in terms of three months each, only such holidays being observed as legal holidays and other holidays which are recognized in the dress and waist industry.

(d) The school shall be operated as an educational enterprise by the board, and the shops of the school shall be operated on a commercial basis. The materials for the shop work and practice shall be supplied by the manufacturers under some plan worked out by the board and the output consumed by the manufacturers contributing material, at such rates of cost as may be determined by the board, or, when deemed advisable or necessary, material shall be purchased by the school and the output consumed by the manufacturers at rates of cost to be determined by the board.

It is understood that the Dress and Waist Manufacturers' Protective Association shall assume responsibility, whenever required by the board, of furnishing material by and through its membership and of consuming the product when finished.

5. *Support.*—The expenses of operating the school herein described and of carrying out the terms of this agreement shall be borne jointly and equally by the Dress and Waist Manufacturers' Protective Association and Local Union No. 25 of the International Ladies' Garment Workers' Union. The board shall, on the basis of the budget assumed of such expense, secure from time to time such funds from the Dress and Waist Manufacturers' Protective Association and Local Union No. 25 as may be necessary. It shall be the duty of the treasurer of the board to receive all funds, including receipts from the sale of products, and to disburse all funds only on vouchers properly countersigned by the treasurer of the board.

6. *The supplying of pupils for the schools* shall be regulated by some such arrangement as follows:

(a) That each manufacturer in the Dress and Waist Manufacturers' Protective Association shall be expected to furnish every three months ——— girls who are cleaners and finishers from his plant for attendance upon the school.

(b) That each girl, for a period of three months, shall attend the school one-half day out of each of the following days of the week: Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday.

(c) Where girls attend the morning session of the school they shall be present from 8 a. m. to 12 noon. Where they attend the afternoon session they shall be present from 1.15 to 5.15.

7. *While in attendance upon the school* these pupils shall be paid by their respective employers a wage of \$6 per week.

8. *The board shall have general jurisdiction* over all pupils from the time of entrance to the school until the attainment of full status and wage, herein described, for which they are seeking preparation or promotion in the position. In like manner should the school be enlarged to include workers from other occupations in the dress and waist industry, the same jurisdiction should be exercised in their cases.

9. *A scheme of certification.*—At the close of the period of training in the school the board shall, upon the recommendation of the principal, issue to all satisfactory pupils a certificate for admission to that part of the industry for which their training has made them eligible.

The holders of such certificates shall be given preference over all others in selecting persons for employment, promotion, advancement, or retention by the members of the Dress and Waist Manufacturers' Protective Association. (See certificate attached.)

Where girls who are cleaners and finishers are certified by the school, the rate of wage for the positions for which they are eligible shall be as follows:

| | Per week. |
|---------------------------|-----------|
| For the first month..... | \$9. 00 |
| For the second month..... | 10. 00 |
| For the third month..... | 11. 00 |
| For the fourth month..... | 12. 00 |

It is to be understood that the above wages are subject to such changes and readjustments as are made necessary by corresponding changes in the industry.

10. The decisions of the board shall be final with respect to all matters having to do with the organization and maintenance of the school herein described. All other decisions of the board, such as those relating to the enforcement of the provision of this agreement with regard to such matters as certification, eligibility, promotion, and wage, shall be subject to review and adjustment in the same manner as other agreements are adjusted through the regular channels of the trade; or, in other words, a complaint of this nature shall be subject to the same provisions as a complaint of any other nature in the trade. In like manner all violations of the provisions of this agreement by the Dress and Waist Manufacturers' Protective Association or Local Union No. 25 shall be subject to review and adjustment.

SAMPLE OF PROPOSED FORM OF CERTIFICATE.

Apprentice certificate.

No. ———

BOARD OF CONTROL FOR INDUSTRIAL EDUCATION FOR THE DRESS AND WAIST INDUSTRY
OF GREATER NEW YORK.

[Office 0000 West 6th Street. Tel. Gramercy 0000.]

Mr. ———,

Address ———, is entitled to work as a ——— while employed by ———.

Address ———.

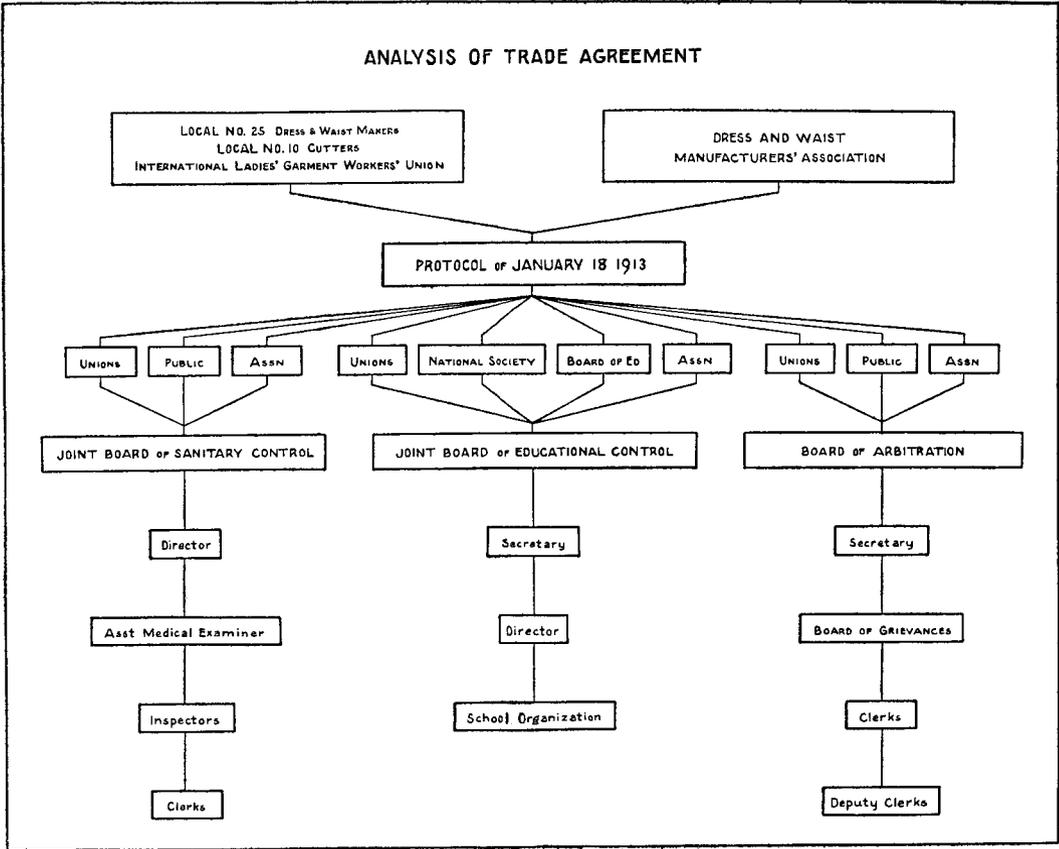
Issued ———, Clerk.

NOTE.—The holder of this certificate is required to report weekly to the office of the board of control.

The certificate should be printed on stock, approximately 3 by 5 inches, using a different color for different grades of certificates. Provide a copy of the rules and regulations in small booklet form for insertion in certificate book for the pocket of the holder. Print on reverse side of card:

The attention of the apprentice is directed to the circular of instructions containing extracts from the rules, etc.

Plans proposed by the National Society for the Promotion of Industrial Education for the organization and control of agencies for training workers and apprentices in the dress and waist industry of New York City are shown in graphic form in the three diagrams which follow. The first of these diagrams presents an analysis of a proposed trade agreement based on the protocol of January 18, 1913, but including, in addition to the board of sanitary control and the board of arbitration, a joint board of educational control. The second diagram shows the proposed organization of this joint board of educational control and an analysis of its functions. The third diagram shows the proposed financial organization of a factory school under the joint board.



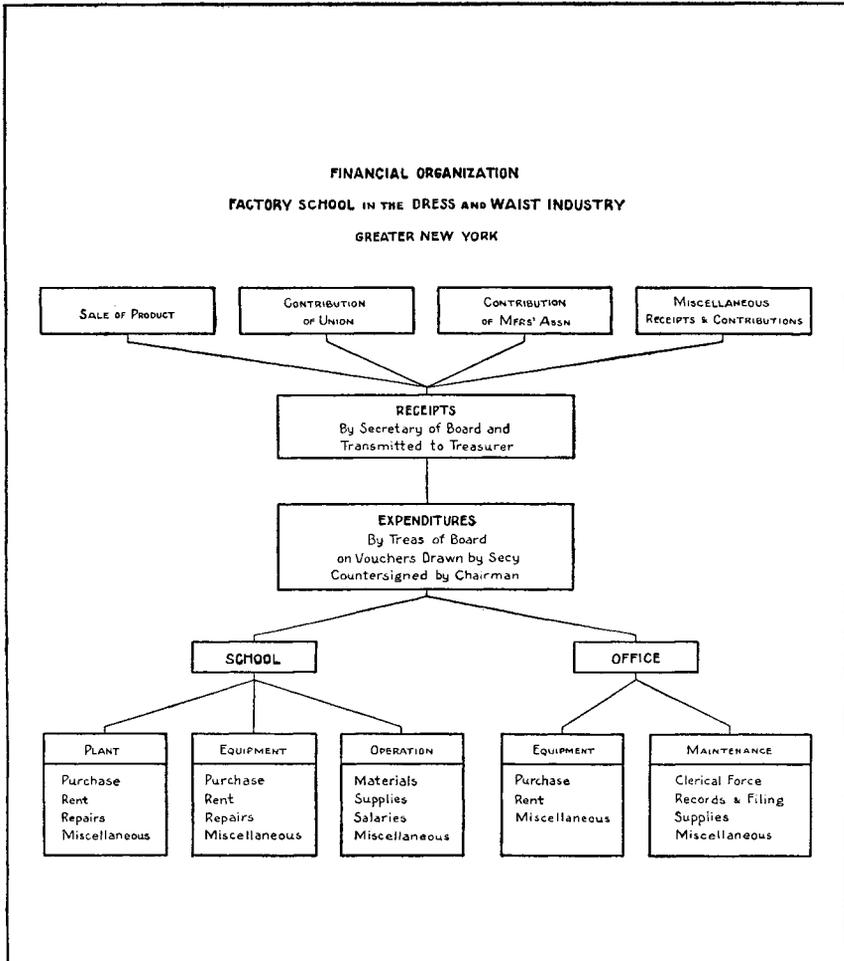
APPENDIX A.

COLLECTIVE AGREEMENTS IN LADIES' GARMENT TRADES IN NEW YORK CITY AND BOSTON.

| Parties to the agreement | Joint board of Cloak Makers' Union, International Ladies' Garment Workers' Union, and Cloak, Suit, and Skirt Manufacturers' Protective Association. | International Ladies' Garment Workers' Union and Dress and Waist Manufacturers' Association. | International Ladies' Garment Workers' Union and New York Association of House Dress and Kimono Manufacturers. | International Ladies' Garment Workers' Union and Cotton Garment Manufacturers of New York City (Inc.). | International Ladies' Garment Workers' Union and The Children's Dress Manufacturers' Association. | International Ladies' Garment Workers' Union and Boston Ladies' Garment Manufacturers' Association. | International Ladies' Garment Workers' Union and Boston Dress and Waist Manufacturers' Association. |
|--|---|---|--|---|---|--|---|
| City and date | New York City, Sept. 2, 1910. | New York City, Jan. 18, 1913. | New York City, Feb. 11, 1913. | New York City, Feb. 17, 1913. | New York City, Mar. 8, 1913. | Boston, Mar. 8, 1913. | Boston, Mar. 15, 1913. |
| The industry: Articles manufactured | Cloaks, suits, and skirts. | Dresses and waists. | Wrappers, kimonos, and house dresses. | White goods—ladies' underwear. | Misses' and children's dresses. | Cloaks, suits, and skirts. | Dresses and waists. |
| Materials used | Serge, worsted, chevots, pongee, linen, voile, tafeta, whipcord, broadcloth, tweed, rough woolens, homespuns, silk, satin, crêpe, velvet, velours. | Lawn, crêpe, voile, flannel, pongee, tafeta, satin, meteors, moire, chiffon, batiste, gingham, silk, serge, velvets, fine cloths. | Serge, cashmere, cotton crêpe, silk crêpe, percale, gingham, lawn, flannelette, foulards, blanket cloth, calico, ratine, eponge, piqué. | Cotton, cambric, nainsook, silk, chiffon, crêpe de chine, crêpe cloth. | Cotton crêpe, silk crêpe, percale, gingham, lawn, flannelette, foulard, calico, blanket cloth, ratine, eponge, piqué. | Serge, worsted, chevots, pongee, linen, voile, tafeta, whipcord, broadcloth, tweed, rough woolens, homespuns, silk, satin, crêpe, velvet, velours. | Lawn, crêpe, voile, flannel, pongee, tafeta, satin, meteors, moire, chiffon, batiste, gingham, silk, serge, velvets, fine cloths. |
| Period for which agreement was signed | Indefinite. | Indefinite. | Indefinite. | 2 years. | Indefinite. | Indefinite. | Indefinite. |
| Estimate of number of people involved | 50,000. | 36,000. | 3,500. | 10,000. | 7,500. | 5,000. | 3,000. |
| Agencies for adjusting grievances: | | | | | | | |
| Mediation— | | | | | | | |
| Deputy clerks | Yes. | Yes. | No. | No. | No. | No. | No. |
| Chief clerks | Yes. | Yes. | Yes. | Yes. | Yes. | Yes. | Yes. |
| Wage Scale Board | No. | Yes. | Yes. | Yes. | Yes. | No. | No. |
| Board of Grievances | Yes. | Yes. | Yes. | Yes. | Yes. | Yes. | Yes. |
| Arbitration— | | | | | | | |
| Committee on Immediate Action. | No. (See amendment below.) | No. | No. | No. | No. | No. | No. |
| Board of Arbitration. | Yes. | Yes. | Yes. | Provision for creation of such board at moments needed. | Yes. | Yes. | Yes. |
| Supervision over safety, sanitation, and hygiene: Joint Board of Sanitary Control. | Joint Board of Sanitary Control, consisting of representatives of union, association, and public. | Joint Board of Sanitary Control, consisting of representatives of union, association, and public. | Joint Board of Sanitary Control, consisting of representatives of union, association, and public. | No board of sanitary control; manufacturers obligated to maintain proper sanitary and safe conditions of employment. | Joint Board of Sanitary Control, consisting of representatives of union, association, and public. | Joint Board of Sanitary Control, consisting of representatives of union, association, and public. | Joint Board of Sanitary Control, consisting of representatives of union, association, and public. |
| Extent of recognition of the union | Preferential union shop: Members of union to be preferred—(a) When help is hired; (b) when help is laid off. | Preferential union shop: Members of union to be preferred—(a) When help is hired; (b) when help is laid off. | Preferential union shop: Members of union to be preferred—(a) When help is hired; (b) when help is laid off. | Partial recognition of the union. | Preferential union shop: Members of union to be preferred—(a) When help is hired; (b) when help is laid off. | Preferential union shop: Members of union to be preferred—(a) When help is hired; (b) when help is laid off. | Preferential union shop: Members of union to be preferred—(a) When help is hired; (b) when help is laid off. |
| Minimum standards of wages: | | | | | | | |
| Machine cutters | \$25 | \$25 | Increase of 10 per cent to cutters earning \$18 or less per week; increase of 5 per cent to cutters earning between \$18 and \$25 per week; increase of 10 per cent to operatives earning less than \$12 per week. | No employee to get less than \$5 per week; cutters earning between \$8 and \$12 to get an increase of \$1 per week; cutters earning between \$12 and \$24 to get increase of \$2 per week; cutters earning \$24 per week to get increase of \$1 per week; no cutter to work below \$9 per week; all week workers to get increase of \$1 per week. | Increase of 50 cents per week at once and 50 cents on July 1, 1913, for those earning \$10 per week or less; increase of \$1 per week for cutters earning \$12 to \$18 per week; no cutter to work below \$9 per week; increase of 50 cents per week at once and 50 cents on July 1, 1913, for cutters earning less than \$12 per week. | \$24 | \$24 |
| Regular cutters | 25 | 14 | | | | 18 | 20 |
| Canvas cutters | 12 | 12 | | | | 24 | 16 |
| Skirt cutters | 21 | 10 | | | | 19 | No employee to be paid less than \$6 per week. |
| Jacket pressers | 21 | 14 | | | | 22 | |
| Underpressers | 18 | 15 | | | | 17 | |
| Skirt pressers | 19 | 12 | | | | 17 | |
| Skirt underpressers | 15 | 20 | | | | 24 | |
| Part pressers | 13 | 8 | | | | 24 | |
| Reefer pressers | 18 | | | | | 22 | |
| Reefer underpressers | 14 | | | | | 17 | |
| Sample makers | 22 | | | | | 24 | |
| Sample skirt makers | 22 | | | | | 22 | |
| Skirt basters | 14 | | | | | | |
| Skirt finishers | 10 | | | | | | |
| Overtime | Double | Double | Time and one-half | Double | No provision | Time and one-half | Time and one-half |
| Piecework | No provision | 30 cents per hour | Increase of 10 per cent to pieceworkers. | Increase of 10 per cent pending decision of Wage Scale Board; Wage Scale Board to fix price upon minimum of 20 cents per hour. | Increase of at least 5 per cent. | Not specified | Not specified. |
| Methods of adjusting piece prices | (1) Price committee elected by workers of shop in conference with employer; (2) Price experts of Board of Grievances. | (1) Price committee elected by workers of shop in conference with employer; (2) Wage Scale Board. | (1) Price committee elected by workers of shop in conference with employer; (2) Wage Scale Board. | (1) Price committee elected by workers of shop in conference with employer; (2) Wage Scale Board. | (1) Price committee elected by workers of shop in conference with employer; (2) Wage Scale Board. | Price committee elected by workers of shop in conference with employer. | Price committee elected by workers of shop in conference with employer. |
| Hours of labor: Regular time | 50 hours per week. | 50 hours per week. | 50 hours per week; no work before 8 a. m. | 50 hours per week; no work before 8 a. m. | 50 hours per week; no work before 8 a. m. | 50 hours per week; in June, July, and August, 49 hours per week. | 50 hours per week; in June, July, and August, 49 hours per week. |
| Overtime | No overtime Nov. 15 to Jan. 15 and June 1 to July 31, except in work on samples; no overtime on Saturday to those who work on this day; no overtime before 8 a. m. or after 8:30 p. m.; not more than 2½ hours on any day. | Not more than 4 hours per week; not more than 2 hours in any one day; cutters not more than 2½ hours in any one day. | No overtime on Saturday and Sunday after 1 p. m. | No provision | No provision | No overtime on Saturday. | Not more than 4 hours per week; not more than 6 hours per week for cutters and pressers. |
| Legal holidays | 10 legal holidays to be paid for to week workers. | 5 legal holidays to be paid for to week workers. | Operators, 3 legal holidays; cutters, 10 legal holidays to be paid for. | 3 legal holidays; cutters, 10 legal holidays to be paid for. | 3 legal holidays for operators; 5 legal holidays for cutters to be paid for. | No provision | No provision. |
| White protocol label | No provision | Yes | No provision | No provision | No provision | No provision | No provision. |
| Additional increases | See amendment 2. | Jan. 18, 1914: \$1 per week to ironers; \$2 per week to pressers; 10 per cent to pieceworkers after establishment of White Label. | Pending investigation of Wage Scale Board. | Not specified | Not specified | Not specified | Not specified. |
| Systems of apprenticeship and industrial education. | Planned | Planned | No provision | No provision | No provision | No provision | No provision. |
| Home work | Prohibited | Prohibited | Not specified | Prohibited | Not specified | Not specified | Not specified. |
| Work in tenement houses. | Prohibited | Prohibited | Not specified | Prohibited | Prohibited | Not specified | Not specified. |
| Subcontracting | Prohibited | Prohibited | Not specified | No provision | Prohibited | Prohibited | Prohibited. |
| Regular pay day in cash | Yes | Yes | Not specified | Yes | Not specified | Yes | Yes. |
| Electric power | Free of charge to workers. | Free of charge to workers. | Free of charge to workers. | Free of charge to workers. | Free of charge to workers. | Not specified | Not specified. |
| Amendments: Date and nature | Amendment 1.—Apr. 15, 1911: Creation of Board of Grievances, with elaborate set of procedure. Amendment 2.—Oct. 18, 1913: Increase in wages of pressers—\$2.50 per week to upper pressers, \$1.50 per week to underpressers. Amendment 3.—Jan. 24, 1914: Creation of Committee on Immediate Action, presided over by an impartial chairman. | | | | | | (1) Minimum wage for apprentices: First month, \$5 per week; second month, \$5.50 per week; third month, \$6 per week. (The above applies to female workers.) (2) Increase of 10 per cent on all piecework. |

¹ Such a temporary organization existed during a period of 3 to 4 months (April to July, 1913).

² Section 7 of agreement relating to this subject is very vague and indefinite; implies recognition but does not guarantee.



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