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**COLLECTIVE AGREEMENTS IN
THE MEN'S CLOTHING INDUSTRY**

CHARLES H. WINSLOW



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BY CHARLES H. WINSLOW.

INTRODUCTION.

In some respects the most significant conclusion forced upon one who reviews the history of the conflicts and negotiations which have culminated, during the past few years, in labor agreements between the workers and the manufacturers in the clothing trades is that the workers in these trades have developed a bargaining power equal to that exercised by the employing firms, companies, or associations of manufacturers. Whether the bargaining power of the workers be measured by the character of the demands made, the negotiations conducted in support of these demands, or the settlement finally accepted, or by that test which is more frequently applied as a test of bargaining power—namely, the power of endurance, the quality of bulldog persistence when the chance of winning out seems insignificant—whatever test is applied, in no instance among the cases of conflict and agreement recorded in the recent history of the clothing trades is there evidence that the bargaining power of the workers, as compared with that of the employers, has been less competent to achieve results or less intelligently directed. The workers in these trades, whether organized in unions or acting blindly in response to a mutual sympathy and a common condition of industrial exploitation, have possessed the power to disrupt the industry, the power to inflict and to suffer material losses; but this power to inflict injury was, in its exercise, equally harmful to the workers and to the employers. Obviously no amelioration of the conditions in the trades could result from the blind exercise of this power to inflict injury, which, on the contrary, was calculated to make worse rather than to improve conditions. Only

in proportion as the workers have learned to identify their welfare with the success of the industry, and in proportion as the employers have learned to identify their best interests with the welfare of the workers, have conditions improved. It is the intelligent realization of this community of interest, supported on both sides by the power to demand recognition, that has brought about industrial peace in an industry which in the past has been characterized by continual and destructive warfare—warfare which has been petty at times but, owing to its persistence, demoralizing. This institution of industrial peace is an achievement of consequence not only to those engaged in the industry itself, but in a much greater degree to the community as a whole, since it is the practical realization in one industry of a condition which is perhaps applicable to many industries conducted on a large scale.

It is, in fact, the achievement of industrial peace out of conditions which would have been generally regarded as more difficult than the conditions obtaining in any other important industry. The workers in the clothing trades were of foreign origin. They were not only alien, but were, as a group, composed of an indefinite number of racially distinct stocks, without even a common language as an instrument of cooperation. They were not recognized as skilled workmen. They were not credited with any high degree of intelligence. They were without material resources, and they were submerged in the flood of immigration which continually swept into the industry multitudes of indigent workers who were themselves powerless to sustain any given standards of living. Under these conditions wages sank far below the subsistence point, if one defines the subsistence wage as the wage which is sufficient to maintain a fair degree of health among the workers. Every condition unfavorable to successful cooperation and collective bargaining prevailed and no conditions were favorable. The attainment of success is therefore full of significance.

The employers as individuals were themselves as helpless as the workers to remedy the evils. The remedy required organization and cooperation on the part of the employers as well as on the part of the workers, and the winning of industrial peace and of a general amelioration of conditions is in fact an achievement of organization, not of labor alone but equally of employers.

It should not be inferred that this achievement has been fully accomplished in all branches of the industry coincidentally, though in all branches some progress has been made. It must be conceded, however, that the progress has, with some exceptions, been least considerable in those branches of the clothing industry which are covered by this report. The advance has been greater in those branches of

the industry which are engaged in the manufacture of women's garments, than it has been in those branches which are engaged in the manufacture of men's garments. In the men's clothing trades of New York City, for example, there is no agreement providing for the amicable and systematic adjustment of differences in any degree comparable with the so-called protocol agreements under which the ladies' ready-to-wear garment industries have been conducted. But it may be fairly assumed that the successful operation of these protocol agreements is likely to lead to the adoption of similar agreements in the men's clothing trades.

PART I.—MEDIATION, CONCILIATION, AND ARBITRATION UNDER THE LABOR AGREEMENTS OF HART, SCHAFFNER & MARX WITH THEIR EMPLOYEES, 1911 TO 1914.

SUMMARY.

The successive labor agreements of Hart, Schaffner & Marx have controlled the relations of the company with its 6,500 employees over a period of more than three years. The present agreement, with the working code in accordance with which its provisions are administered, represents an experience acquired in the settlement of hundreds of differences, and constitutes a complete system of mediation and arbitration. This system has proved adequate for the amicable adjustment of every difference arising out of the necessity for a continuous revision of piece-rate wages to cover those minute changes in the character of the work performed by individual workmen, or small groups of workmen, which result from seasonal changes in the styles and materials of garments, from the introduction of new processes, and from those partial reorganizations of the working force which characterize the administration of every large industrial plant. Under the labor agreements of the company during the past three years every sort of grievance has been remedied without any serious interruption of the company's business; every sort of wage adjustment has been made; and wide differences of opinion have been reconciled. These differences of opinion have arisen as regards, for example, the exercise of the company's right to discharge union employees, and of its right to employ nonunion workmen; as regards the distribution of work, and the maintenance of the roll of its permanent employees during slack seasons; and as regards a multitude of small questions of policy, each of them sufficient, in the absence of a definite agreement providing for arbitration, to precipitate an industrial conflict involving thousands of workers and inflicting the loss of thousands of dollars in wages and in profits.

Since the provisions of the original agreement entered into in 1911, covering a period of two years, have with some modification and amplification been incorporated in a new agreement covering a period of three years, it may be assumed that the policy initiated in 1911, of referring all questions to an impartial tribunal for final adjudication, has after a fair trial commended itself to the company and to its employees as beneficial and profitable.

The evidence is in fact conclusive that this policy has proved to be advantageous in every respect. At the hearings of the Commission on Industrial Relations held in Washington in April, 1914, representatives and employees of the company, as well as the chairman of the company's board of arbitration, voiced the unanimous opinion of all concerned that this specific scheme of mediation and arbitration has operated successfully. One of the officers of the company declared to the commission that "not in a thousand years" would his corporation consider any proposal to revert to the old system of individual bargaining. As a factor determining the success of the policy in the past, however, and its permanent maintenance in the future, the attitude of the 6,500 employees, whose interests are constantly involved in the negotiations under the agreement, is of much greater consequence than the judgment of those responsible for the administration of the system, and the evidence is conclusive that this great body of workers, many of whom are of foreign stock and some of whom are unable to speak the English language, have accepted the provisions of the agreements in good faith and in full confidence that their best interests are conserved. This good will toward the scheme is its most valuable asset, and it is established upon the substantial benefits which have been realized by the workers.

While the present report must be confined largely to a formal account of the experience of this industrial group in developing a working scheme of peaceful negotiation between employer and employee, and to a description of the instruments and agencies of negotiation, it should be noted that the chief benefits of the new régime can not be summed up in any formal account of the articles of agreement, or of the agencies of mediation, or in any list of grievances remedied, or in any statement of increase in earnings, or in an enumeration of other material benefits. The benefits with which this report must deal chiefly, namely, those which are more or less susceptible of formal analysis and statistical statement, are essentially incidental. What the new régime means for these 6,500 industrial workers can, however, be partially inferred from such accounts of personal experience as that given in the following paragraphs, quoted from a statement made by the chairman of the joint board of local unions of garment workers. This statement contrasts the conditions obtaining in the company's shops (and it may be noted that these conditions obtained throughout the industry generally) before the institution of any agreement of mediation and arbitration, with the conditions obtaining in these shops under the present agreement. The impossibility of adequately summing up or tabulating in a formal report benefits such as are indicated in this personal remi-

niscence of one employee among 6,500 employees will be apparent. The chairman of the joint board writes as follows:

To fully appreciate, and to be able to explain in what ways the people have benefited by the agreement, I must refer back to the time when no agreement was in existence.

I used to work in shop No. 3, and I must say that the foreman of said shop is a kind person. My work during the seven years was very seldom criticised, if at all, but I was considered a "smart man," consequently kept responsible for some little trouble that happened in the sections near me. Once a section of men picked enough courage to stand up and ask the foreman for an increase; for such action their leader, who was revealed by one of the men, was immediately discharged and even denied the privilege to come for his hat and coat in the shop, which were brought to him outside. He was such a very nice, quiet, sociable fellow that it broke my heart to see him go in such a fashion, but the only thing I could do was to feel sorry for him. A few hours later I was called by the foreman and accused of being the instigator of those people; when I protested that I did not know anything about it, and that I could not have been the instigator as I couldn't speak their language (Lithuanian), I was told that I was a "smart man," that I knew everything, and that at least I should have notified him. Finally, I was asked to resign my position; I was a plain workman and I expected the same treatment that the other fellow had received a few hours before. While I was getting ready very reluctantly to go home, reluctantly, not for the job, though I needed it, but because I thought my staying in the shop was necessary, the foreman had a conversation with the informer and had been told that I was not mixed up in the matter at all, so the foreman changed his mind and asked me to remain, told me that I was a good man and that he believed every word I had said.

To-day when a section is dissatisfied a complaint is filed with the shop chairman, who tries first to adjust it with the foreman or manager. If he can not succeed, he reports to the deputies of the workers and a joint investigation is made with the deputy of the company. In the event the deputies fail to reach a settlement, the case is reported to the trade board, and finally, if necessary, to the board of arbitration. The chairmen of the shops may now speak for any of the workers without being told to mind their own business. The fear of being wrongfully discharged has disappeared, because of the right to demand redress. Wages or prices can not be reduced; if attempted to, the price committee, a creation of the trade board, will be there and investigate the case.

That the policy initiated in 1911 has from the beginning proved to be highly beneficial may be inferred from its continuous development and elaboration. The original agreement provided simply for arbitration of differences. It did not provide for any formal recognition of the union; nor did it impose any limitations upon the company in the management of its affairs. It did not in any way modify the company's absolute right, for example, to make and to reduce prices or to discharge employees. The agreement, with the code of procedure which has been perfected through the decisions relating

to hundreds of cases, has, however, gradually developed into a constitutional system of management which insures, perhaps as far as any system can give such assurance, the permanent maintenance of industrial peace. This assurance is based upon those provisions of the agreement which guarantee to the workers the right of appealing grievances to an impartial tribunal in which they are fairly represented.

Under these agreements a due process of law has been substituted for the arbitrary and irresponsible rule of the foreman in the adjustment of all differences, and with the institution of this due process of law there has developed among the workers a feeling of security under the law, in place of the feeling, formerly prevalent among them, of uncertainty, of fear, and of absolute helplessness. Personal discrimination and favoritism, evils inherent in the system of individual bargaining which is necessarily, in large industrial establishments, based upon the principle that the foreman can do no wrong and that a presumption of guilt lies against the worker, have been eliminated. Under the new régime no presumption of guilt lies against either foreman or worker. On the contrary, the presumption as regards both foreman and worker is that which obtains in any court of justice, namely, in each case of difference or grievances a presumption of innocence and good will.

Through the gradual application of a principle of preference in the hiring, laying off, and discharge of workers, the organizations of labor have been greatly strengthened during the period covered by the agreements.

In the case of the industrial group represented by the Hart, Schaffner & Marx Co., there can be no doubt that the new system, mediation and arbitration, has greatly benefited both parties operating under the labor agreement. The corporation has benefited not only through the elimination of shop strikes—phenomena especially harmful and frequent in seasonal industries under the old order—but also through increased efficiency in production, which has been an indirect consequence of the creation of good will and a spirit of cooperation among its employees.

As regards the workers, a result of the new system is an increased self-respect which can not be overestimated. At the recent hearings before the Commission on Industrial Relations the representative of these workers emphasized the value of the moral as distinguished from the material benefits which have resulted. In the words of this official "the people actually feel like men and women now, while previous to the agreement there was no such feeling in the shops." Then the "people" were in constant fear of discharge, being subject, without any means of redress, to the caprice of

the foreman, the irresponsible exercise of that caprice necessarily affecting in each case the means of subsistence of the worker. In the psychology of the wageworker the fear of discharge is a demoralizing influence, wherever discharge is based upon the irresponsible exercise of arbitrary power and personal discrimination. The president of the joint board of the local unions, a large majority of whose members are Hart, Schaffner & Marx employees—a member of the original trade board, who is familiar with the practical workings of the agreement, and with the opinions entertained by the workers—has declared recently that this fear of discharge has, under the new plan, “disappeared because of the right to demand redress.” The new system would have amply justified itself if it had conferred no other benefit than this, that it has substituted for the fear of discharge at will a self-respecting confidence that impartial justice will in each case be administered by a due process of law. Too great emphasis can not be laid upon the fact that the substitution of a due process of law for the whim of the foreman has involved no pecuniary loss for the company. On the contrary, the experience of the company indicates that there is, in fact, no essential economy in the rule of caprice in the management of the affairs of a large corporation.

Between April 1, 1912, and June 1, 1914, a total of 1,401 complaints were peacefully adjusted. Of these complaints, which, with few exceptions, were filed by the unions, 1,178, or 84 per cent, were finally adjusted through mediation by deputies—two deputies, one representing the corporation and one the workmen, acting upon each case; 206 complaints, or 14.7 per cent of the total number, were referred by the deputies to the trade board for arbitration and were finally adjusted by this board; 17 complaints, or 1.2 per cent of the total number, were referred for final adjudication to the board of arbitration or to its chairman. Of these, 16 represent appeals from decisions made by the trade board, which is the court of original jurisdiction for all cases not settled through mediation by the deputies. In the disposition of these 16 cases, the board of arbitration sustained the decision of the trade board in 9 cases, reversed the decision of that board in 3 cases, and referred 4 cases back for new adjustments. One case did not go to the trade board but was referred directly to the board of arbitration.

Theoretically the agreements under which these 1,401 cases were adjusted were drawn with a view to providing what may be termed a scheme of continuous arbitration, since both the trade board and the board of arbitration organized under the agreements are boards of arbitration. As a matter of record, however, the method most frequently employed in the final settlement of grievances has been not arbitration but mediation. That is to say, in 1,178 out of 1,401 cases

the adjustment was finally effected by the deputies through mediation and without reference to the trade board for arbitration.

While the original agreement of 1911 was in the form of a decision rendered by a committee of arbitrators, it was in reality a decision of representatives of the two parties. No third party ever participated in the proceedings of the committee which prepared the decision agreement, for reasons given in the body of this report. During the life of the agreements, as noted above, 84 per cent of all the grievances that arose were adjusted through the process of mediation, and the present chairman of the board of arbitration testified at the hearings of the Commission on Industrial Relations that, though possessing the power to cast a deciding vote, he has deemed it advisable, whenever possible, to bring the respective parties to an understanding before resorting to the exercise of this power. The men who are administering the present agreement, as the records of the hearings of the commission reveal, consistently maintain that the agreement is essentially an agreement to mediate, and that arbitration is in fact provided for simply as a means of enforcing the policy of mediation.

To sum up briefly, the present system of collective bargaining in the Hart, Schaffner & Marx establishments has been a natural development of three years' experience. Previous to 1911 the company had not looked with favor upon any proposed scheme of operating under a labor agreement with its employees. Starting in 1911 with an agreement which did not provide for recognition of the union, a plan of collective bargaining has been gradually developed, which includes the so-called preferential union shop and mediation and arbitration, with an industrial code of rules and precedents for the guidance of representatives of the corporation and of the unions.

Each of the two agreements providing for arbitration for definite periods has been between the company and a joint board of six local unions, about 90 per cent of the membership of which consisted of Hart, Schaffner & Marx employees. There have been also two provisional agreements, making a total of four separate and distinct agreements entered into by the company. These are:

- (1) Agreement of January 14, 1911, to arbitrate differences.
- (2) Two-year agreement of March 13, 1911, in the form of a decision of a board of arbitration.
- (3) Agreement of April, 1912, to create trade board.
- (4) Three-year agreement of March 29, 1913, providing for a preferential union shop.

A detailed description and analysis of each of these agreements will be found in the body of this report.

THE GENERAL STRIKE OF 1910.

In September, 1910, a strike occurred in one of the shops of Hart, Schaffner & Marx. Strikes of a similar character and for similar reasons were, at this period, of frequent occurrence in the clothing trade generally, and were considered a necessary evil in the manufacture of clothing. This particular dispute arose over a reduction of the piecework price of seaming from 4 cents to 3½ cents per pair, in order to make the price uniform with that paid in other shops engaged in the same work. However, instead of dying out, which was the usual experience in such strikes, this dispute spread throughout all the manufacturing establishments of Hart, Schaffner & Marx, and ultimately to other establishments, thereby involving the trade throughout the city, so that by the 1st of October a majority of the garment workers of the city of Chicago were on strike.

Two distinct attempts were made, with the consent and cooperation of the company, to arbitrate the grievances, but with the understanding that the matter of closed shop and the reinstatement of striking employees who had been convicted of violence during the strike should not be considered by the arbitrators. Each of these attempts and three other organized efforts at settlement failed.

The first attempt was in the form of a proffer of settlement made jointly by a representative of the United Garment Workers of America and a representative of Hart, Schaffner & Marx, who submitted the following agreement to the strikers:

NOVEMBER 5, 1910.

AGREEMENT SIGNED BY THE PRESIDENT OF THE UNITED GARMENT WORKERS OF AMERICA AND THE FIRM OF HART, SCHAFFNER & MARX.

The international president of the United Garment Workers of America agrees to recommend the return of all former employees of Hart, Schaffner, & Marx upon the understanding between himself and the heads of the firm that one person shall be selected by the firm and one by the United Garment Workers of America, these two to select a third, and these three to take up the alleged grievances of the former employees of the firm and to devise methods, both as to redress and the avoidance of like difficulties in the future.

The firm of Hart, Schaffner & Marx agrees not to discriminate against any of their employees because of their affiliation with the United Garment Workers of America.

This instrument shall not be considered as a recognition of any union, nor shall the question of union or open shop organization be submitted to or passed upon by the committee appointed herein; nor shall the question of open shop be considered as a grievance on the part of the former employees of Hart, Schaffner & Marx.

**GENERAL PRESIDENT UNITED GARMENT WORKERS OF AMERICA.
HART, SCHAFFNER & MARX.**

This proposition was overwhelmingly rejected. The reasons for the rejection, according to the statements of representatives of the strikers, were "that the agreement was hedged about by so many conditions and savored so much of 'influence' and lack of good faith that the prospects of harmony prevailing under such an agreement were very slight."

The second attempt at settlement came one month later in the form of a proposition by Hart, Schaffner & Marx that the strikers submit their grievances to arbitration, but with the proviso that "those who have been guilty of violence" and those "who shall be determined guilty of violence by an arbitration committee" should not be taken back. Following is a copy of the agreement proposed:

DECEMBER 5, 1910.

AGREEMENT OFFERED BY HART, SCHAFFNER & MARX.

To the Hon. Fred A. Busse, Mayor of the city of Chicago, the Hon. Francis D. Connerly, City clerk, and Messrs. Charles E. Merriam, William F. Ryan, and Winfield P. Dunn, aldermen of said city.

GENTLEMEN: All of the former employees of Hart, Schaffner & Marx, except those who have been guilty of violence, who are now out on strike shall be taken back and shall return to work within 15 days from the date the strike is terminated. Whether any of such employees have been guilty of violence shall be the first matter to be determined by the arbitration committee hereunder. And should such employees who are not taken back because of the charge of violence be found not guilty by the arbitration committee, Hart, Schaffner & Marx shall pay them for the time they have lost.

There shall be no discrimination of any kind whatever against any of the employees of Hart, Schaffner, & Marx because they are or are not members of any union.

An arbitration committee of five shall be appointed. The employees of Hart, Schaffner, & Marx who are on strike shall select two, Hart, Schaffner, & Marx shall select two, and the four chosen shall select a fifth. The finding of said committee or of a majority thereof shall be binding. Subject to the provisions of this agreement, said committee shall take up and consider whatever grievances, if any, the employees of Hart, Schaffner, and Marx who are now on strike shall have and shall devise a method for the settlement of grievances, if any, in the future.

This plan also, as has been stated, was rejected by the strikers.

Three other unsuccessful efforts were made to terminate the controversy: The first, by a committee of citizens, which, through an investigation of the causes, hoped to work out a plan of reconciliation; the second, by a committee of the city council, which endeavored to end the controversy by organizing a conference of the parties at issue; the third, by a committee of the Illinois State Senate appointed to investigate the conditions, ascertain the cause of the strike, and place the responsibility. A brief account of these several efforts follows.

At a meeting called Sunday, October 30, 1910, a citizens' committee was organized under the following resolution:

Whereas at the present moment there are approximately 40,000 clothing employees who have left their work, most of them immigrants, and many of them but newly arrived; and

Whereas it is not only important from the standpoint of the employees who are thus out of work at the beginning of winter, and who from the very necessity of the case have been able to save but little, but also important for the welfare of the city that some steps be taken to investigate the grievances and, if possible, to remedy the situation: Therefore be it

Resolved, That a committee of citizens be organized to carry out that purpose.

This committee held several meetings at Hull House, as well as many informal conferences. At its first meeting it appointed a subcommittee, which was instructed to investigate the grievances preferred by the workers as the cause of the strike and to report to the general committee.

The subcommittee proceeded immediately to formulate a schedule to be used in interviewing individual strikers, with a view to determining the real cause of the strike. A number of strikers were, in fact, interviewed and schedules filled out accordingly. While the number of schedules obtained was comparatively small in proportion to the total number of workers on strike, the individuals interviewed, nevertheless, represented striking employees of 17 firms and of 31 shops under the control of the Hart, Schaffner & Marx Co.

On November 5, 1910, the subcommittee made a lengthy report. This report set forth the following specific causes of the strike: Long hours, low wages, fines and deductions, increased speed, additional work without a corresponding increase in pay, enforced idleness and retention in shop, without work, during slack periods, overcrowding of sections, employment of apprentices in cutting room for periods of two months without compensation, vulgar and abusive language by foremen, unequal distribution of work, insanitary conditions.

In answer to this report, representatives of the employers contended that while some evils had grown up in the industry, principally through inconsiderate foremen, the real cause of the strike was a misunderstanding for which agents of the garment workers' union were responsible.

The controversy became a subject of municipal action on November 28, 1910. On this date a resolution was presented in the city council, the purpose of which was to effect a settlement of the strike through mediation. The city council, after much discussion as to ways and means, adopted the following resolution authorizing the

appointment of a committee of five, including the mayor, the city clerk, and three members of the city council, to act as mediators:

Whereas some 40,000 men, women, and girls in the garment trades of this city have been out on strike for about six weeks, and are still out; and

Whereas this condition entails great suffering upon our citizens and loss of business to Chicago; and

Whereas many of the peace officers of the city needed for the protection of the general public are now required to serve as guards about the struck shops; and

Whereas a committee of representative citizens have investigated the causes of this strike and have found real differences between the parties in interest: Now, therefore, be it

Resolved, That we, the members of the City Council of Chicago, believe that the public interest demands a speedy settlement of this costly industrial dispute: And be it further

Resolved, That a committee of five, including the mayor and the city clerk, be appointed by his honor, the mayor, and instructed to use their best efforts to bring about a conference of the parties at issue in this strike, to the end that a just and lasting settlement of the points in the controversy may be made.

Immediate action was taken under this resolution to bring the controversy to an end by formal and informal conferences. This effort of the municipal authorities also failed to effect a settlement.

The Illinois State Senate appointed a special committee on January 10, 1911, to proceed to the city of Chicago and investigate the conditions of the strike and the cause therefor, place the responsibility and report back to the senate their findings in the matter within 30 days from the date of the resolution. This action proved futile so far as effecting any progress toward a settlement.

Following is the text of the senate resolution:

GARMENT WORKERS' STRIKE IN THE CITY OF CHICAGO.

Whereas there has been a great conflict and strike on in the city of Chicago for the past six months between the general wholesalers and makers of clothes and persons employed by them, and a number of these employees and workmen have been killed and now all of them are in practically destitute circumstances, and as a goodly number of them can not speak the English language well and need the protection of the highest authority in the State from the greed and avarice of the manufacturers, that is so often displayed in these matters; and

Whereas up to the present time the State board of arbitration has not been able to cope with the situation, if it has tried; and

Whereas we deem it necessary for the purpose of settling and adjusting this labor war, and to bring about such legislation as will make arbitration a compulsory affair by law, and to investigate all of the conditions surrounding this strike, and whether or not the State board of arbitration have made any effort to settle this strike, and to cause a report to be made back to the senate of all proceedings and negotiations by said board of arbitration and members of civic bodies in Chicago and committees from the Common Council of Chicago, and ascertain from all the conduct of the parties who are responsible for the death of the five or six persons who were killed there, and lay the legal liability, as nearly as can be done, and cause such remedies or measures to be enacted into

law and make provisions for the payment of the persons killed in the strike, based upon the approximate cause of the strike: Therefore, be it

Resolved, That a committee of five senators be appointed by this senate and its presiding officer to repair to the city of Chicago and investigate the conditions of this strike and ascertain the cause thereof, and lay the responsibility, and report back to the senate in 30 days from the date of this resolution their findings on the matter.

SETTLEMENT OF THE STRIKE.

CREATION OF A JOINT CONFERENCE BOARD.—After the failure to bring about a settlement of the controversy through these several attempts made by the parties at issue and by disinterested groups of public-spirited citizens, the president of the United Garment Workers of America proposed the organization of a joint conference board to deal with the situation. This proposition met with the approval of all concerned and was immediately carried into effect. A joint conference board was organized on November 7, 1910, with two representatives from each of the following organizations: The United Garment Workers of America, the Chicago Federation of Labor, the Garment Workers' District Council No. 6, and the Women's Trade-Union League. In addition to these, the board embraced seven representatives from the strikers' executive committee. The board elected the president of the Chicago Federation of Labor chairman, and it was agreed that henceforth all negotiations of an official nature were to be carried on by or through this joint board.

AGREEMENT OF JANUARY 14, 1911.

Early in January, 1911, it became known to the leaders of the strikers that the firm was anxious to bring about a settlement of the strike through arbitration, and with this end in view a conference was held. The result of this conference was an agreement dated January 14, 1911, to create a board of arbitration composed of three members, one to be selected by the representatives of the company, one by the representatives of the strikers, and these two to select the third member. This board was empowered "to take up, consider, and adjust whatever grievances, if any, the employees of Hart, Schaffner & Marx who are now on strike shall have, and shall fix a method of settlement of grievances, if any, in the future." Following is the text of the agreement:

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

Second. There shall be no discrimination of any kind whatsoever against any of the employees of Hart, Schaffner & Marx, because they are or they are not members of the United Garment Workers of America.

Third. An arbitration committee, consisting of three members, shall be appointed. Within three days from the date thereof the employees of Hart,

Schaffner & Marx shall select one member thereof; within three days thereafter Hart, Schaffner & Marx shall select one member thereof; and two members thus selected shall immediately proceed to select the third member of such committee.

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

Under this agreement Mr. Clarence Darrow was appointed arbitrator by the joint board of the local unions and Mr. Carl Meyer was appointed by the company. These two, meeting with the representatives of both sides, agreed upon Dean Wigmore, of Northwestern University School of Law, as a third arbitrator. Dean Wigmore, however, declined to serve, and when it became apparent that the two arbitrators appointed could not agree upon a third member, it was decided to hold a formal meeting of the board of arbitration, as constituted, for the purpose of adjusting such grievances as could be settled by a board of two.

DECISION OF THE ARBITRATORS, MARCH 13, 1911.

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

CHICAGO, ILL., *March 13, 1911.*

We, the undersigned, Clarence Darrow and Carl Meyer, appointed arbitrators to settle the difference between the employees of Hart, Schaffner & Marx and the firm of Hart, Schaffner & Marx, have heard all grievances presented and all questions in dispute between the respective parties, and we make the following findings with respect thereto, all of said findings to be binding and acted upon for a period of two years from the 1st day of April, 1911.

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

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

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

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

No employee shall receive less than \$5 per week, and no male employee above the age of 17 shall receive less than \$6 per week, and no male employee above the age of 18 shall receive less than \$8 per week.

(a) *Cutting department.*—The minimum to be paid to any cutter shall be \$8 per week, and the scale of wages to be paid to the cutters shall be at the rate of 50 cents per cut, as is now in force in the cutting room.

(b) *Tailor shops.*—There shall be a uniform increase in the wages of all the employees engaged in the manufacture of clothing in the tailor shops, whether by piecework or by time-work, of 10 per cent. This increase shall not apply to or affect any foreman, forelady, or any of the assistant foremen or assistant foreladies, such foremen, foreladies, assistant foremen, and assistant foreladies being those employed by the company to supervise the work, and this increase shall not apply to any employees in the tailor shops other than those actually engaged in the manufacture of clothing.

(c) *Trimming department.*—As to all machine operators, sleeve-lining cutters, lining cutters, canvas and haircloth cutters, and trimmers on lay, the minimum rate shall be \$8 per week, and there shall be an increase of 10 per cent over and above the scale of wages at present paid to the above-named workers.

(d) *Woolen department.*—As to examiners, there shall be a minimum rate of \$15 per week, and the basis of the week's wages shall be \$18 per week for 36 pieces per day, instead of 40 per day, as heretofore.

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

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

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

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

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

This award of the arbitrators at the termination of the strike thus established a minimum wage of \$5 per week for all the employees, no male employee above the age of 17 to receive less than \$6 per week, and no male above the age of 18 to receive less than \$8 per week; it granted a uniform increase of 10 per cent in the wages of all the employees; it established a 54-hour week; it provided that in all departments operated on the weekly basis workers were to be

paid time and one-half for overtime; and finally, it was provided that the firm was to establish a complaint department for the handling of grievances.

PARTIES TO THE AGREEMENT.—The firm of Hart, Schaffner & Marx, at the time of signing the agreement in settlement of the strike, employed approximately 6,000 workers, 65 per cent of whom were women and girls.

Under this first agreement, and under the agreement subsequently entered into, the firm in its dealings with its employees was to be represented by a labor complaint department, presided over by a chief and two assistants, whose duties were to be to hear all complaints registered by employees and, if possible, effect a settlement.

The workers were to be represented by a joint board of local unions of employees, composed of three delegates from each of the following locals of the United Garment Workers of America, and three from the Women's Trade-Union League:

1. Cutters and Trimmers' Local No. 61.
2. Coat Makers' Local No. 39.
3. Pants Makers' Local No. 144.
4. Vest Makers' Local No. 152.
5. Local No. 254, Bohemians.
6. Local No. 269, Lithuanians.
7. Local No. 264, Polish and Lithuanians.
8. Local No. 273, Polish.
9. Local No. 6, Slavs.

The members of the local unions represented in this joint board are employed almost exclusively by the firm of Hart, Schaffner & Marx. Under the original agreement of 1911, the employees in their dealings with their employers, were recognized as individual fellow workers, not as members of organized labor unions. This resulted from that provision of the arbitration decision which expressly stipulated that "any employee may present a grievance in person or by an individual fellow worker." Subsequently, however, the arbitration committee ruled that the members of the joint council might designate any fellow employee of Hart, Schaffner & Marx to represent them before the arbitration committee. The "fellow workers" so designated, are selected as follows: One by the cutters, one each by the tailors of coats, vests, and trousers, and one each by the people speaking the Polish and the Lithuanian language.

ESTABLISHMENT OF THE LABOR COMPLAINT DEPARTMENT.—In compliance with article 4 of the findings of the arbitrators the company created the labor complaint department, to take general charge of all dealings with its employees.

The arbitration agreement placed upon the company a new responsibility, which devolved upon the labor complaint department, the

function of this department as prescribed in the findings of the board of arbitrators being to take charge of all grievances.

The labor complaint department attends to the complaints not only of the employees, but also of the foremen and examiners against the employees on account of inferior quality of work or transgression of discipline. During the first year of its existence the department received nearly 800 complaints from all sources. It is impossible to tell the exact manner in which these were disposed of, since no records of adjustment were kept, and no attempt was made to classify the grievances for future reference.

In order to establish a plan for the registration of complaints, the following notice was posted in each room of the several factories and shops of the company, and in addition, cooperation was effected through the foremen:

NOTICE.

Mr. _____ has been appointed by the firm to hear all complaints and to receive suggestions from any employee. He will visit this shop every day and talk with those who leave their names or numbers with the timekeeper. It is the desire of the firm that every person in the shops shall receive fair treatment, and that the conditions of work shall be as satisfactory as is consistent with discipline and good order.¹

Through an analysis of complaints registered by the workers, it soon developed that the chief sources of irritation among them could be classified as follows:

1. Lack of uniformity of piece prices.
2. Lack of uniformity in the quality of work demanded in the different shops.
3. Abuse of the power of discharge on the part of the foreman.
4. Lack of means of discipline other than discharge.
5. Lack of a practical method of presenting grievances to anyone who had sufficient authority to remedy them.
6. The prevalence of small strikes, in shops and sections, which engendered bad feeling.
7. Absence of any equitable method of dividing lay off among the people.
8. Lack of any systematic method of relief for extraordinary cases of misfortune.
9. Lack of any means of maintaining a proper attitude on the part of the foreman toward the working people.
10. Overtime.
11. Presence in the shop of incompetent persons who could not earn a living wage.
12. Constant conflict between the representatives of organized labor in the shop and the foremen.

¹ Order issued under the signature of this firm on Mar. 28, 1911.

13. Improper balance of workmen among shops and the lack of an efficient system of transferring workmen from one shop to another.

14. Chaotic method used in employing new people or reemploying former employees.

Before the strike of 1910, the only method by which the workers could express their dissatisfaction or gain recognition from the firm was through "sudden stoppages of work." The workers claimed that the voicing of a complaint practically meant discharge. Under the new system, with special officers for the fair handling of grievances, this evil has been eliminated to a very great extent.

One of the first rules adopted by the labor complaint department was never to compromise in case of a "stoppage of work," but to insist in every such case that the workers return to their work as a condition of having their complaints heard. During the summer of 1911, there were sudden stoppages of work, on the average, once a week. In only one case during this time was the above rule broken.

After September 1, 1911, stoppages of work came to be regarded as serious offenses, rendering the offenders liable to discharge. Under this rule several people were, in fact, discharged. These discharges were subsequently sustained by the arbitrators. The last serious stoppage of work occurred on December 1, 1911, in shop No. 2, and the settlement of this case brought with it a sincere effort on the part of the union leaders to cooperate with the foremen in the elimination of this practice.

ADVANTAGES GAINED BY THE PARTIES TO THE AGREEMENT.—The advantages of operating under the agreement may be summarized briefly as follows:

Advantages to the firm:

1. Elimination of shop strikes, phenomena of frequent occurrence and of seriously harmful consequences owing to the seasonal character of the industry.

2. Introduction of methods for the peaceful settlement by mediation or by arbitration of all grievances and of all differences that might arise between the firm and its employees.

3. Assumption of responsibility for discipline and efficiency, to a considerable extent, by the unions representing the workers.

4. Establishment of standardized uniform prices throughout all the shops of the firm.

Advantages to the employees:

1. Practical recognition of the union, leading eventually to the establishment of the preferential union shop, in which conditions are favorable for the further development and strengthening of the organizations of labor.

2. Collective bargaining through price committees and boards of trade and arbitration in which the workers are fairly represented.

3. Relief from the liability to arbitrary and unjust discharge and to the exercise of discrimination, each and every case of discharge being, under the agreement, subject to review by the trade board.

4. Increase in wages, amounting in the case of tailors to 10 per cent and in the case of cutters to 5 per cent.

5. Reduction of weekly hours of labor in 1911 to 54, and subsequently, in 1913, to 52.

6. Establishment of minimum standards of weekly wages for males and females. This provision also abolished the system of having newcomers work without remuneration during the first two months.

7. Equal division of work during slack periods.

8. Introduction of methods for the peaceful settlement, by mediation or arbitration, of all grievances that may arise between the employees and the firm.

9. Elimination of lockouts.

10. Abolition of the system of fines.

OPERATION UNDER AGREEMENT OF JANUARY 14 AND DECISION OF MARCH 13, 1911.

The original arbitration agreement was the culmination of a series of efforts to establish permanent peace through the provision of methods for the settlement of any grievances which might arise in the future between the company and its employees. The agreement extended to all of the employees actually engaged in the manufacture of men's clothing, the only employees excepted being the foremen and forewomen, their assistants, the tailor inspectors and the ticket sewers. The last two groups of workers, also, were subsequently brought under the agreement by rulings of the chairman of the board of arbitration.

The establishment of a labor complaint department, in accordance with the provisions of the original award of the arbitrators, was necessarily in the nature of an experiment, and the subsequent failure of this department to organize and maintain proper machinery for the expeditious settlement of grievances as they arose was the occasion of much discontent, as well as of constant appeal to the arbitrators. The workers claimed that, in the case of complaints registered with the labor complaint department, principles involved were disregarded, and that methods were employed to confuse the issues, the result being to prevent any proper presentation of matters to the arbitrators for adjustment.

During the first year of the agreement, the arbitrators held more than 50 meetings and issued 20 written decisions (other than the original award). Eleven of these decisions were in favor of the employees, two were in favor of the company, and seven were compromised.

While the arbitration agreement provided "that the decisions of the arbitrators shall be binding on the respective parties," in a great number of cases the arbitrators issued recommendations for the purpose of bringing the parties to a voluntary settlement of their controversies rather than enforce their findings on either side.

During this first year a great variety of cases were presented to the arbitrators, including, among others, cases of discharge involving questions of incompetency or discipline, discrimination against employees, stoppages of work, adjustment of prices for piecework upon change of specifications, and the claim of decrease in earnings through the enforcement of certain standards of work.

In the administration of the agreement, it gradually became apparent to the arbitrators themselves, as well as to the parties operating under the agreement, that the "board of arbitrators," because of the inadequate machinery at its disposal, was unable, acting as a court of first instance, to deal speedily and properly with the multitudinous questions presented, many of the questions being of a technical nature, requiring practical tailoring experience and special technical knowledge.

Under these conditions matters fell into a somewhat chaotic state, principally on account of the absence of written decisions of the arbitrators, or of any common knowledge of these decisions, or of any distinct understanding between the interested parties as to the general significance of specific rulings of the arbitrators.

As an illustration of the complications which arose, the question of price making may be mentioned. In compliance with one of the first recommendations of the arbitrators, the company issued complete and comprehensive specifications of each style of garment, defining each operation and including an account of the processes and practice involved, and, further, established the piece price to be paid for each specific operation, the prices so established to remain unchanged unless ordered by, or with the consent of, the arbitrators.

These specifications, originally made and adopted for the purpose of standardizing processes in the different factories, resulted actually in a lowering of the earning capacity of the workers.

When in any given instance the employees found that the prices fixed under the new specifications did not enable them to earn the rate of wages earned prior to the establishment of the new schedule, the common procedure was to formulate a grievance and present it to the labor complaint department for adjustment. Upon failure to reach a settlement by this means, the next step was to refer the matter to the arbitrators.

The arbitrators, after hearing both parties to the controversy, would in most instances render a decision the effect of which would be to increase prices. Frequently, however, a week or more would

elapse before the decision could become operative. In the meantime, pending the promulgation of the decision of the arbitrators, new specifications for the readjustment of the standard of product might be issued by the labor complaint department. Such specifications, though for purposes of readjustment, would frequently call for better quality and for additional labor. Thus, by this method it was not uncommon for the decisions of the arbitrators to be annulled to a greater or less extent.

In view of this complication it was deemed expedient by the signers of the agreement for the employees, as well as by the arbitrators, to acquaint the company with the conditions existing and to inform them of the prospects of serious friction developing into open strife, unless harmony of action could be insured between the complaint department and the board of arbitration in the settlement of such complaints.

Subsequently arrangements were made for a conference. The participants in this conference were two representatives of the employees, two representatives of the arbitrators, and two officers of the company. The ineffectiveness of the labor complaint department and the impracticability of the methods employed were discussed at this conference, and it was pointed out that this ineffectiveness resulted in thrusting upon the arbitrators the almost impossible task of sitting in judgment on complaints of a technical nature which, it was believed, could be adjusted more satisfactorily by a court of original jurisdiction, composed of members who possessed a practical and technical knowledge of the processes of manufacture.

AGREEMENT OF APRIL 1, 1912, ESTABLISHING A TRADE BOARD.

The following preamble of an agreement was then formulated and subscribed to:

PREAMBLE OF AN AGREEMENT ENTERED INTO BY THE CONFERENCE COMMITTEE AT THE OFFICE OF HART, SCHAFFNER & MARX, MARCH 22, 1912.

The suggestion is made that a committee of three be appointed, one of whom shall be appointed by Hart, Schaffner & Marx, another by the employees, and the third by said two persons so chosen or by the parties who met to-day; said committee to make such investigations as it may deem necessary, and thereafter to formulate such rules and regulations as it may determine upon toward the appointment of a permanent trade board (to be composed as far as possible of men having practical and technical experience in the manufacture of clothes) for the purpose of determining upon the prices and adjusting any other matters in dispute which under the agreement now in force are to be heard, and said committee further to formulate such rules and regulations for such trade board as to said committee seems proper; said trade board to constitute the original tribunal for determining prices and adjusting any other matters in dispute, and

the arbitration board provided for by the agreement to be the appellate tribunal in the event of any appeal being taken from the decision of the trade board; such trade board to remain in existence during the life of the present agreement.

Nothing herein contained to in any way be construed as changing any of the terms of the agreement now in force, but simply as a method of carrying out said agreement.

In accordance with the provisions of this preamble, the committee of three drew up and proposed the following preliminary agreement, which was subscribed to by the company and by the representatives of the employees:

PRELIMINARY AGREEMENT.

It is agreed between Hart, Schaffner & Marx and the employees of Hart, Schaffner & Marx that a committee be, and hereby is, appointed, composed of two persons representing Hart, Schaffner & Marx; two persons representing the employees; and a fifth to be selected by said other four members, for the following purposes:

1. To create a board of such number as such committee shall determine upon for the purpose of adjusting and fixing prices when necessary, and adjusting any other matters that may be in dispute between Hart, Schaffner & Marx and its employees, and the neutral member of said board shall be appointed by said committee.

2. To formulate and fix such rules and regulations for the guidance of said board as may be determined upon, such rules and regulations to be binding upon the parties hereto during the continuance of the agreement entered into between Hart, Schaffner & Marx and its employees, to wit, until April 1, 1913.

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

Said board when appointed shall be solely for the purpose of acting as an original tribunal, and an appeal shall always lie to the arbitration board created by the present agreements from the decisions of said board.

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

This preliminary understanding led to the following agreement:

AGREEMENT CREATING COMMITTEE TO ESTABLISH TRADE BOARD AND TO FORMULATE RULES FOR ITS GUIDANCE.

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

1. To create a board of such number as such committee shall determine upon for the purpose of adjusting and fixing prices when necessary, and adjusting any other matters that may be in dispute between Hart, Schaffner & Marx and its employees, and the neutral member of said board shall be appointed by said committee.

2. To formulate and fix such rules and regulations for the guidance of said board as may be determined upon; such rules and regulations to be binding upon the parties hereto during the continuance of the agreement entered into between Hart, Schaffner & Marx and its employees, to wit, until April 1, 1913.

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

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

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

For joint board of garment workers:

MORRIS FEINBERG, *Chairman*,

For Hart, Schaffner & Marx:

JOSEPH SCHAFFNER, *Secretary and Treasurer*.

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

REPORT OF COMMITTEE ESTABLISHING TRADE BOARD, WITH RULES OF PROCEDURE.

PREAMBLE.

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

questions arising—many of them of a technical nature and requiring practical tailoring experience and technical knowledge.

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

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

For the corporation: Joseph Schaffner, Carl Meyer, Milton A. Strauss, and Prof. Howard.

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

The committee held several sessions and as a result established a trade board of 11 members, preferably practical men in the trade, and has formulated certain rules for its guidance. In framing the rules this committee has refrained from detail regulation, but has given the trade board ample power to establish such additional rules as experience may dictate.

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

TRADE BOARD.

1. The trade board shall consist of 11 members who shall, if possible, be practical men in the trade; all of whom, excepting the chairman, shall be employees of said corporation; 5 members thereof shall be appointed by the corporation, and 5 members by the employees. The members appointed by the corporation shall be certified in writing by the corporation to the chairman of the board, and the members appointed by the employees shall be likewise certified in writing by the joint board of garment workers of Hart, Schaffner & Marx to said chairman. Any of said members of said board, except the chairman, may be removed and replaced by the power appointing him, such new appointee to be certified to the chairman in the same manner as above provided for.

ALTERNATES.

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

MEETINGS.

Meetings to be held weekly, unless waived by the chairman. Special meetings may be called by 24 hours' notice.

QUORUM.

Quorum to consist of not less than three members on each side, but in no case shall the representation of either side have unequal voting power. In case

a quorum is lacking after a regular call, the chairman shall give notice to the chief deputy of the delinquent side, who will be given 30 minutes to produce a quorum of regular members or alternates.

NEUTRAL MEMBER OF THE BOARD.

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

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

JURISDICTION OF BOARD.

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

DEPUTIES.

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

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

(a) To do such work as the trade board may call upon them to do.

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

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

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

QUALIFICATION OF DEPUTIES.

5. Each deputy, in order to qualify for the duty, must have a commission signed by the proper official representing employees or the company, and said

commission must be countersigned by the chairman of the trade board. Deputies must be either employees of Hart, Schaffner & Marx, or must be persons who are connected with the joint board of garment workers of Hart, Schaffner & Marx.

RECORDS.

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

APPEAL TO ARBITRATION BOARD.

7. In case either party should desire to appeal from any decision of the trade board, or from any change of these rules by the trade board, to the board of arbitration, they shall have the right to do so upon filing a notice in writing with the trade board of such intention within 30 days from the date of the decision, and the said trade board shall then certify said matter to the board of arbitration, where the same shall be given an early hearing by a full board of three members.

GENERAL RULES.

8. (a) In case the deputies or trade board agree upon a remedy for the grievance, they shall make a signed order to the proper official of the company. This official must execute the order without delay, or must indorse upon the order his reason for refusing to do so, in which case either chief deputy or trade board has the right within 24 hours to request a stay from the chairman pending appeal to the board of arbitration.

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

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

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

(d) Whenever a change of price is contemplated the specifications shall be submitted to the trade board, and the specifications with the prices fixed therefor shall be certified to the firm by the chairman of the board.

(e) In fixing the prices the board is restricted to the following rules:

Changed prices must correspond to the changed work and new prices must be based upon old prices where possible.

(f) Complaints against members of the trade board as workmen are to be made by the foreman to the trade board. Any action of any employee as a

member of the trade board shall not be considered inimical to his employment with the corporation.

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

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

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

AMENDMENTS.

9. These rules and regulations shall be subject to amendment, modifications, or alterations, or repeal at any time, either upon the order of the board of arbitration or the trade board.

E. D. HOWARD,
CARL MEYER,
W. O. THOMPSON,
S. HILLMAN,
C. H. WINSLOW,
Committee.

AGREEMENT OF MARCH 29, 1913.

The supplementary agreement of April 1, 1912, providing for the establishment of a trade board, served its purpose and paved the way for an extension of the agreement. The original agreement of 1911 expired on April 1, 1913. For two months prior to that date conferences of representatives of the company and of the employees, for the consideration of the new demands of the workers, were held under the auspices of the board of arbitration, which board participated actively in the conferences.

Representatives of the employees presented the following demands:

DEMANDS OF EMPLOYEES OF HART, SCHAFFNER & MARX, APRIL 1, 1913.

1. TAILORS.

ARTICLE 1. All employees of Hart, Schaffner & Marx in the cutting, trimming, and tailoring departments shall be members of local unions of United Garment Workers of America in good standing.

(a) New employees shall join said organization within two weeks after their employment.

ART. 2. Fifty hours shall constitute a week's work in all tailoring shops.

(a) All overtime shall be paid at the rate of one time and one-half for all piece and week workers.

(b) No overtime shall be allowed on Saturdays, Sundays, or legal holidays, viz, Christmas Day, New Year's, Decoration Day, Fourth of July, Thanksgiving Day, and Labor Day.

ART. 3. The present board of arbitration shall be continued for the life of the new agreement.

ART. 4. No employee shall receive less than \$9 per week.

(a) The question of increases in the various sections shall be referred to the board of arbitration, whose findings shall be binding to both parties.

(b) Tailors shall receive a minimum wage of \$16 per week.

ART. 5. There shall be created a committee known as the price committee, with equal representation from both parties, who shall investigate changes in operations or new operations and determine the prices thereon.

ART. 6. No employees shall be discharged without sufficient cause.

(a) Overcrowded sections shall be considered a grievance.

(b) Where sections are abolished, the people employed in those sections shall be put at operations as similar as possible within a reasonable time.

(c) All the privileges exercised by the old agreement not covered by this agreement shall become a part of this agreement.

2. CUTTERS.

ARTICLE 1. Forty-eight hours shall constitute a week's work in cutting and trimming departments.

ART. 2. It is agreed that the basis per cut shall be 52½ cents, not meaning as piecework, but as a guide.

(a) It is further agreed that normal conditions shall be determined for the cutting room, as follows: Five parts to a coat, one flap, one welt, and pipings; also one top collar, one pattern; to a vest, two welts and three facings; to a pair of trousers, one waistband, two hip-pocket facings, one fly, one side-pocket facing, one hip-pocket flap and loops.

(b) Should there be any changes, such as alterations or any delay not on the man's part the lost time shall be credited accordingly.

ART. 3. The following holidays shall be observed: Christmas, New Year, Decoration Day, Fourth of July, Thanksgiving Day, and Labor Day, receiving regular pay for each and all of them if the work is done during such week in which the holiday occurs.

ART. 4. All machine work is to be figured two cuts for one cut, the height not exceeding eight ply. Overcoats shall be figured three cuts for two suits, not exceeding two in height.

(a) All trousers shall be figured three cuts per suit as a basis on normal work. On extraordinary cloth or some extra attachments the cutters shall be credited with extra time for same.

(b) All handwork not to exceed two in height.

ART. 5. There shall be no reduction in wages unless such is justified by a price committee. Should this committee disagree, then all evidence from both sides shall be presented to the board of arbitration.

ART. 6. All cutters and trimmers shall have the right to present their grievances through their representatives to the board of arbitration.

ART. 7. All cutters and trimmers of Hart, Schaffner & Marx shall be members of Local Union 61, United Garment Workers of America.

(a) If new employees are hired, after two weeks' trial they shall become members of said local union.

(b) If new employees are hired, the old employees shall be assured of not more than three weeks' lay off during slack season.

(c) All work during slack season shall be equally divided among all cutters and trimmers.

3. TRIMMERS.

ART. 8. No man shall be kept in one section over six months except lining cutters and machine operators.

(a) Machine operators shall be paid as follows: \$12 per week the first two months, \$13 per week the following two months, and \$14 per week for the next two months, and \$15 per week the following three months, and \$16 per week the next three months, and \$1 increase every six months up to \$34 per week.

(b) No man shall be put on lay unless he has worked two years in the trimming room. He shall receive not less than \$16 per week the first year, \$18 per week the second year, and \$20 per week the third year.

(c) No apprentice shall start for less than \$9 per week, with an increase of \$1 every three months up to \$16 per week.

(d) No man shall start cutting linings for less than \$16 per week and be increased \$1 every six months up to \$22 per week.

As these conferences proceeded, it became apparent that although the company and the employees could reach some agreement on many of the points involved in the new demands, there were differences involving the continuation and further extension of the articles providing for mediation, arbitration, and collective bargaining as a whole which could not be reconciled.

The company, in fact, felt that it was impossible to concede the chief demand of the employees, namely, that they discharge after two weeks any employee who failed to become a member of the United Garment Workers of America. It was contended that this provision would virtually establish a closed shop, and that the concession could not be made under the conditions prevailing in the industry because the employees were not sufficiently experienced in unionism properly to demand that they be given this power over the company.

The workers, on the other hand, felt that the strengthening and even the existence of their organization would be endangered if union membership on the part of the employees of the firm should remain voluntary, and if the nonunion employees should continue to receive in the future all the benefits secured by the constant efforts and material sacrifices of those who did belong to the union.

Negotiations came to a standstill and the arbitrators left the city. Before leaving the city, however, the chairman of the board of arbitration procured from the company a promise to extend the period of the old agreement six weeks, to May 31, 1913, in order that the time might be given for further negotiations, in the hope that reversion to the extreme methods of industrial warfare might be avoided. The unions, however, refused to accept this extension.

Representatives of the firm and of the employees in cooperation with the chairman of the board of arbitration, however, continued their efforts to discover some mutually acceptable method of adjusting the chief difference, namely, the precise degree of the recognition which should be conceded to the union by the company.

One week before the date of expiration of the old agreement, the chairman of the board of arbitration and the chief deputies for the respective sides agreed to submit the following proposition—a proposition for the so-called preferential union shop, which was subsequently adopted.

AGREEMENT.

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

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

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

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

For Hart, Schaffner & Marx:

JOSEPH SCHAFFNER,
Secretary and Treasurer.
MILTON A. STRAUSS.
EARL DEAN HOWARD.
M. W. CRESAP.

For the Chicago Federation of Labor:

JOHN FITZPATRICK,
President.

For the Women's Trade-Union League of Chicago:

MARGARET DREIER ROBINS,
President.

For the joint board, United Garment Workers of America:

A. D. MARIMPIETRI,
Chairman.

SIDNEY HILLMAN,
Chief Deputy.

SAM LEVINE,
Deputy for Cutters and Trimmers.

FRANK ROSENBLUM,
Deputy for Local No. 144.

HYMAN OYLINKY,
Deputy for Local No. 152.

PETER GALSKIS,
Deputy for Locals Nos. 6, 253, 264, 269, and 273.

CHARLES ZELIBAR,

NICK MORETH,

Representing the Cutters and Trimmers.

J. E. WILLIAMS,

Arbitrator.

This agreement practically left all matters, except the closed-shop issue, in the hands of a board of arbitration. In order that both parties might know the attitude of the chairman of this board, he prepared the following statement, which subsequently became a part of the specifications of the new agreement:

STATEMENT OF THE CHAIRMAN.

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

That, in addition to maintaining what has been gained in the present agreement, the chief interest of the employees centers around the question of an increased efficiency of organization, which requires a recognition of the need for such a substantial degree of preference as will tend to improve that efficiency; while the chief interest of the employers centers around the question of efficiency in business competition, which necessarily includes a recognition and consideration of cost and quality of production, with the shop cooperation and discipline necessary to secure it.

I find my mind still open and ready to receive and be influenced by any light that may be offered by either side, and this statement is given to show, so far as I understand myself, what my present attitude is on the questions which most need to be considered and reconciled.

J. E. WILLIAMS, *Chairman.*

CHICAGO, *March 23, 1913.*

On the day following the chairman issued the following supplementary statement:

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

One month afterwards the board of arbitration, by authority conferred upon it under the preliminary agreement which had been entered into, issued the following decision which ipso facto became the new collective agreement between the firm and its employees. This agreement was to last three years, the date of expiration being April 30, 1916.¹

RULING OF BOARD OF ARBITRATION.

By virtue of this agreement on the 29th day of March, 1913, between the joint board of garment workers, United Garment Workers of America, and Hart, Schaffner & Marx, the board of arbitration has made the following findings to be in force between said parties:

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

2. The trade board and board of arbitration shall be continued as heretofore constituted, and shall continue their functions upon the lines now in prac-

¹ This agreement has been renewed. See Appendix, pp. 180 to 182.

tice, except that it is agreed that the powers of the board of arbitration have been enlarged to meet extraordinary conditions in the manner of the following:

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

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

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

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

Machine operators in tailor shops (except sergers, sleeve operators, and pad makers) shall for the first three months of service receive not less than \$5 a week, and not less than \$8 a week thereafter. Sergers, sleeve operators, and pad makers shall receive not less than \$5 a week for the first three months, and not less than \$7 a week thereafter. Women in needle sections shall receive not less than \$5 a week for the first three months, and not less than \$6 a week thereafter.

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

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

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

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

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

J. E. WILLIAMS, *Chairman*,

CARL MEYER,

W. O. THOMPSON,

Board of Arbitrators.

MAY, 1913.

Briefly, the essential points of the new agreement are the following:

1. It extends over a period of three years.
2. It grants no increases in wages or rates save that it permits the board of arbitration to make changes in wages and hours, in case there is "a general change in wages or hours in the clothing industry, which shall be sufficiently permanent to warrant the belief that the change is not temporary."
3. It recognizes the union to the extent of giving preference to its members in hiring and laying off workers.
4. It reduces the hours of labor per week from 54 to 52.
5. It limits the right of the firm to discharge, to the extent of giving the trade board the power to review each case involving discharge.

EXTENSION OF THE AGREEMENT.

Although, as has been stated, the original agreements covered the employees of most of the manufacturing departments of the firm, they did not specifically include the department of ticket sewing, employing about 40 people; the tailor inspectors, a group of about 75 people inspecting the finished product; nor the apprentices in the cutting room. The sponging department, employing about 20 people, originally came under the agreement as a branch of the cutting force, but gradually dropped out, and is virtually outside the provisions of the agreements at the present time.

Since January 1, 1914, however, through two decisions of the chairman of the board of arbitration and one decision of the trade board, the ticket sewers, tailor inspectors, and apprentices have been under the agreement, and the decisions bringing these employees under the agreement are briefly noted.

The ticket sewers in the cutting room were not unionized at the time of the signing of the agreement of March 29, 1913. Considerable difficulty arose with reference to the status of this group of workers when they subsequently organized.

In June, 1914, by agreement of representatives of both sides, the entire controversy was referred for final adjudication to the chairman of the board of arbitration, who rendered the following decision:

DECISION OF THE CHAIRMAN OF THE BOARD OF ARBITRATION ON THE STATUS OF TICKET SEWERS.

This group very properly comes within the jurisdiction of the union, with rights of representation, appeal to the trade board, and the other privileges granted under the agreement.

As this group is in some respects different from others * * * the chairman refrains from applying the principle of preference * * * but requests

the two parties to exercise their best judgment and good will in working out some mutually satisfactory scheme.

The intent of the plan we are working under is that any scheme adopted shall be one that will tend to strengthen the union and maintain the efficiency of the group or section.

Should the two parties fail to agree in the application of preference, the board will then make a formal definition of its policy with regard to this section.

The decision of the chairman with reference to inclusion of the tailor inspectors was as follows:

DECISION OF THE CHAIRMAN OF THE BOARD OF ARBITRATION AS TO TAILOR
INSPECTORS.

JANUARY 28, 1914.

The question of whether inspector tailors come under the agreement now being referred to the chairman of the board: Investigation was made and argument heard with the following result:

The union claims that many of these people are already members of the union, that their work differs in no essential respect from any other section, and that they should be dealt with the same as other workers under the agreement.

The company claims that it has not recognized them as under the agreement, but to subject them to the same conditions of hiring and discharge as any other union worker would unfit them to properly perform their work as inspectors, because the company's power to enforce their vigilance and care would be diminished by the restrictions imposed by union conditions; also that it removes forever the company's principal check on the diligence of the foremen.

The chairman decides the inspector tailors do properly come within the provisions of the agreement in all matters, except that in hiring and discharge the provisions of the agreement be temporarily suspended. He regards this operation as requiring more freedom of discipline to be given the company because of its great importance as determining the quality of output and because of its being so close to the end of the series of operations, and therefore not as susceptible of review and correction.

It is understood that this decision is tentative and subject to revision after actual experiment at the request of either party.

The cutters' apprentices were brought under the agreement by the following decision of the trade board:

DECISION OF THE TRADE BOARD AS TO CUTTERS' APPRENTICES (CASE No. 62).

This is the petition of trimmers for reinstatement on the ground of preference.

It is contended by the firm that the trade board has no jurisdiction in this matter and that apprentices do not fall within the scope of the agreement.

The board rules that under the agreement all employees of Hart, Schaffner & Marx engaged in the manufacturing end of the business are included in the agreement, and therefore apprentices, being employees of this character, are necessarily included in the agreement.

ADJUSTMENT OF GRIEVANCES.

Indirectly the adjustment of grievances through the mediation of the respective deputies is carried on under the supervision of the trade board, inasmuch as every settlement that the deputies make is

subject to review by the board on appeal, while all cases in which the deputies fail to effect a settlement are by them presented to the board.

A total of about 1,400 grievances were taken up by the deputies, each of these cases coming up for original consideration before two deputies, one of whom represented the employees and one the company. Between April 1, 1912, and June 1, 1914, the deputies effected a final adjustment of about 1,200 grievances, including some cases which were dropped by mutual consent and some which were formally withdrawn by the respective complainants.

It is unfortunate that neither the representatives of the company nor the representatives of the employees realize, even at the present time, the importance of detailed records of disposition of cases by the deputies. There is, in fact, no record covering the cases disposed of by the deputies which makes possible a classification according to the nature of the grievance or disposition made of the case. All that can be definitely asserted is that these cases were amicably and promptly adjusted without the direct assistance of the trade board.

The following table shows the number of grievances adjusted finally by the deputies, by the trade board, and by the board of arbitration:

NUMBER AND PER CENT OF GRIEVANCES ADJUSTED, APR. 1, 1912, TO JUNE 1, 1914, BY AGENCY OF ADJUSTMENT.

Agency of adjustment.	Number of cases.	Per cent.
Deputies.....	1,178	84.1
Trade board.....	206	14.7
Board of arbitration.....	17	1.2
Total.....	1,401	100.0

It will be apparent from the above table that in the great majority of cases the adjustment was effected in the simplest possible manner, namely, through the mediation of deputies representing the respective sides. More than five-sixths, 84.1 per cent, of the total number of cases were in fact thus disposed of. Less than one-sixth of the total number of cases were brought before the trade board, which was the agency of final adjustment in 14.7 per cent of the total number of cases. Only 1.2 per cent of the total number of cases were referred to the court of last resort, the board of arbitration.

As regards the cases brought before the trade board complete records are on file, and it is believed that the grievances represented by these cases are fairly typical of the whole number of grievances adjusted, and that the disposition of these cases by the board indicates clearly how the agreement actually works in practice.

Before taking up these cases in detail a brief statement is made regarding the organization and composition of the trade board under the new agreement.

ORGANIZATION AND COMPOSITION OF THE TRADE BOARD.

The trade board, as organized on April 1, 1913, consists of 11 members, all of whom, except the chairman, are employees of the company. The five representatives of the company are employed in executive or supervisory positions in the factory. The five representatives of the employees are selected by the joint board of the local unions of employees of Hart, Schaffner & Marx. The present chairman of the trade board was selected by the original committee that created it.¹

It will be seen that the trade board is composed of men whose experience makes them entirely capable of dealing intelligently with the practical and the technical details of any dispute that may arise.

Regular meetings of the trade board are held weekly in a place provided by the firm, and meetings may be called at short notice on request of either party or of the chairman.

WORK OF THE TRADE BOARD.

The following excerpt from the calendar of the board may be presented as being a typical weekly docket of cases:

TRADE BOARD DOCKET FOR WEEK OF JUNE 10, 1914.

Case 89.—Sleeve sewers in A3 claim a differential on one-piece sleeves. Keeping separate account of disputed work until decision of board is made.

Case 90.—Miss A. complains on behalf of tape sewers in factory G that girls are transferred to this section from shop 7 while she has union members waiting for the position. The firm claims the right to transfer persons from one shop to the other, especially if it is a justified promotion and the section they are leaving is overcrowded.

Case 91.—Mr. L. requests an increase from \$10 to \$12 for Helen F., No. 3902, shop 10.

Case 92.—Cutter petitions for restoration of reduced rate.

Case 93.—Same as case 92.

Case 94.—Same as case 92.

Case 95.—Same as case 92.

Case 96.—Leg pressers, shop 2, complain about additional work.

Case 99.—Miss A. complains on behalf of seam pressers in all vest factories that formerly they received \$1.25 per 100 for double darts, while now they get \$1.10.

Case 100.—Mr. L. complains that in shop 10 the foreman hired a second baster without sending a requisition to the offices of the union.

¹ Subsequently, for practical reasons, the membership of the board was reduced to five, two members representing each side, and the impartial chairman. At present, though consisting of five members, most of the important decisions are made by the chairman casting the deciding vote.

The work of the trade board has been, in the opinion of the parties to the agreement, fairly successful, and such deficiencies as are conceded are attributed more to the development of specific conditions which could not have been foreseen at the time of the board's establishment than to any defects in the principles which underlie the agreement.

The trade board was established to provide a tribunal of practical men working in the industry, who should constitute a court of original jurisdiction—a court competent to give more prompt and equitable service than could be reasonably required of the board of arbitration. In the main the trade board has rendered the service contemplated in the agreement.

In the composition of its membership the trade board is representative of the various departments of the factory, namely, cutting and trimming, coat making, vest making, and trouser making. This representative character of the board has been found to add greatly to its efficiency in considering and adjusting specific grievances, each of which necessarily involves conditions prevailing in some one department and more or less peculiar to that department. By drafting its membership from the various departments the board is made to possess collectively a complete and intimate knowledge of the conditions and character of the work in all departments. This intimate and complete knowledge is absolutely essential as a condition of intelligent procedure.

The method in dealing with complaints is as follows: When a complaint is filed with the labor complaint department two deputies of the trade board, one representing the firm and one representing the workers, are informed of the complaint. These two deputies proceed to the shop wherein the dispute has arisen, investigate, and make every effort to adjust the grievance. Failure on the part of the deputies to bring about an adjustment automatically places the complaint upon the docket of the trade board. Nothing, however, prevents the board from referring a complaint back to the deputies with instructions and recommendation in any case where there is a possibility that further investigation may enable the deputies to effect an adjustment.

With regard to promptness in dealing with disputes the service of the board has been fairly satisfactory, though at times not as prompt as it should or could be.

There still is much waste of time and much delay in the hearing of cases in the rendering of decisions, but both parties to the present agreement believe that even in this respect the method of operating by deputies and through a court of original jurisdiction, with a right of appeal to a board of arbitration, is a distinct improvement

over former methods. It is clear that the indirect effect of the establishment and operation of the trade board is much greater than might be inferred from a consideration simply of the number of cases brought before the board for adjudication. As shown below, many of the changes in prices made during the past season were definitely determined upon and established without recourse to the board. The chief deputy of the workers in fact has stated that he has been able to adjust about 75 per cent of his complaints without recourse to the board, and to a very considerable extent the efficiency of the deputies in this work must be credited to the trade board as an indirect consequence of its own efficiency.

NATURE AND DISPOSITION OF GRIEVANCES REFERRED TO THE TRADE BOARD.

The grievances covered by the cases brought before the trade board have been classified by the board under the following headings:

WRONGFUL DISCHARGE.—No worker, according to the first agreement, could be discharged for union activity. The subsequent agreement allowed the trade board to review every case of discharge in order to determine whether the discharge was warranted. The cases arising under this provision of the agreement cover a distinct class of grievances.

ADDITIONAL WORK, OR PRICES TOO LOW.—As the styles, particularly with reference to little features, change very frequently, readjustments of prices are of frequent occurrence. Where the character of the work is changed, the workers usually claim that additional work is involved—work which was not required when the price was originally fixed. These complaints constitute another distinct class of grievances.

DISPUTE IN PRICE MAKING.—Disagreements which arise in fixing prices for new work are not, strictly speaking, grievances, but such issues constitute, nevertheless, a distinct class of cases. In each instance a petition to the board to fix prices is consequent upon a failure of the price committee to agree.

REDUCTION OF RATES OF CUTTERS.—The nature of these cases is explained in detail on pages 82 and 83 of this report. The rates of cutters are increased or decreased on the basis of individual productivity figured in terms of 52½ cents per standard cut. Frequently, however, cutters maintain that a specific decrease in productivity has been due not to negligence on their part or inability to turn out the product, but to some condition for which the firm is responsible. This claim is usually made the basis of a petition to the board for restoration of original rates.

DISCRIMINATION.—Discrimination may be alleged either as regards individuals or as regards sections.

OVERCROWDED SECTIONS.—The charge that too many employees are being retained in any given section and that the section is overcrowded is usually made for the purpose of compelling the firm to lay off nonunion help during a slack season.

PREFERRING NONUNION HELP.—The firm, according to agreement, is to prefer union help, and the preference of nonunion help is, therefore, a violation of the agreement and constitutes a grievance.

MISCELLANEOUS.—These cases embrace a great variety of grievances which, however, occur infrequently and are not typical of conditions prevailing in the shops.

The above classes cover a large proportion of the cases brought before the board. The nature of the grievances in other cases where the grievance is specified will be self-evident, and it will be noted that none of these other grievances are of frequent occurrence.

In the following table the cases upon which the trade board has taken action are classified according to nature of the grievance in each case. It will be noted that the grievance of most frequent occurrence is wrongful discharge. Other grievances in the order of their frequency are: Additional work or prices too low, price-making disputes, reduction of rates of cutters, discrimination, overcrowded section. The first four classes of grievances, in fact, embrace three-quarters of all the complaints that were referred to the trade board.

NATURE OF GRIEVANCES REFERRED TO THE TRADE BOARD, MAY 8, 1912, TO JUNE 11, 1914.

Grievance.	Number of cases.	Per cent.
Wrongful discharge.....	75	33.63
Additional work, or prices too low.....	42	18.83
Disputes in price making.....	31	13.90
Reduction of rates of cutters.....	18	8.07
Discrimination against individuals or sections.....	15	6.72
Miscellaneous.....	15	6.72
Overcrowded section.....	14	6.28
Preferring nonunion help.....	7	3.14
Unequal division of work.....	1	.45
Claim for wages due.....	1	.45
Time allowance for cutting specials.....	1	.45
New system of work.....	1	.45
Reduction of prices.....	1	.45
Illtreatment of employees.....	1	.45
Total.....	1 223	100.00

¹ Including 1 case referred directly to the board of arbitration.

As regards the disposition of cases, the following terms require brief explanation:

“Compromised” cases are those in which the final settlement did not wholly sustain the position of either of the parties.

“Dropped” cases include (a) those in which the company and the employees came to an understanding before the investigation, (b) those in which the nature of the complaint was too trivial to

require investigation, (c) those in which there was insufficient evidence to establish the charge, (d) those in which the union did not press for an investigation and settlement, (e) those in which, as appeared upon investigation, the dispute was between employees, the company being in no way involved.

“Withdrawn” cases are those in which the union or the association definitely withdrew charges which had been preferred.

In the following table the cases referred to the trade board are classified according to the disposition of the case. Of the 223 cases 61, or 27.4 per cent, were decided in favor of the union; the same number were compromised; 54 cases, or 24.2 per cent of the total number were decided in favor of the company; and the balance of the cases were either dropped or withdrawn.

DISPOSITION OF GRIEVANCES REFERRED TO TRADE BOARD, MAY 8, 1912, TO JUNE 1, 1914.

Disposition.	Number of cases.	Per cent.
In favor of union.....	61	27.4
Compromised.....	61	27.4
In favor of company.....	54	24.2
Dropped.....	37	16.6
Withdrawn.....	10	4.5
Total.....	² 223	100.0

¹ Including 1 case referred directly to board of arbitration and decided by that board.

² Of these, 16 were subsequently appealed to the board of arbitration and 1, as shown in note ¹, was handled in the first instance by that board.

The table following shows with reference to the more important grievances in what proportion of cases referred to the trade board, from May 8, 1912, to June 1, 1914, a decision was rendered in favor of the union and in what proportion in favor of the company.

NUMBER AND PER CENT OF DECISIONS OF TRADE BOARD IN FAVOR OF UNION AND IN FAVOR OF COMPANY, BY NATURE OF GRIEVANCE, MAY 8, 1912, TO JUNE 1, 1914.

Grievance.	Number of cases filed.	Decisions in favor of union.		Decisions in favor of company.	
		Number.	Per cent.	Number.	Per cent.
Wrongful discharge.....	75	24	32.0	34	45.3
Additional work, or prices too low.....	42	12	28.6	5	11.9
Disputes in price making.....	31	4	12.9	3	9.7
Reduction of rates of cutters.....	18	6	33.3	5	27.8
Discrimination against individuals or sections.....	15	5	33.3	4	26.7
Overcrowded sections.....	14	2	14.3	.....	.....
Preferring nonunion help.....	7	3	42.9	1	14.3
Other grievances.....	21	5	23.8	2	9.5
Total.....	¹ 223	61	27.4	54	24.2

¹ Including 1 case referred directly to the board of arbitration and decided by that board.

It will be seen that in a little over one-fourth, 27.4 per cent, of the total number of cases the decision of the trade board was in favor of the union. Grouping the cases according to nature of grievance,

the corresponding percentages representing decisions favorable to the union, ranged from 12.9 per cent in cases involving disputes of prices to 42.9 per cent in cases of complaints of preferring nonunion help. In cases of alleged wrongful discharge, reduction of rates of cutters, and discrimination, the union won one case out of every three filed. The low proportion of cases won by the union where wrongful discharge was alleged is not surprising in view of the fact that the firm has in force, as is noted elsewhere in this report, a very elaborate and effective system for the handling of discharges.

Of the total number of cases filed, 24.2 per cent were decided in favor of the company. This is approximately the number of cases decided adversely to the complainant, since nearly all of the cases represent complaints filed by the union. The company secured a favorable decision in none of the 14 cases where overcrowding of section was alleged; but it should be noted that only 2 of these cases were decided in favor of the union, 12 cases being either compromised, dropped, or withdrawn. The company secured a favorable decision in 45.3 per cent of the cases alleging wrongful discharge.

The figures given in this table indicate that where the facts are clear and definite the trade board makes no compromises. In more than half, 51.6 per cent, of all the cases adjusted the decisions were definitely in favor of or against the complainant.

In the table following, the cases decided in favor of the union, in favor of the company, compromised, dropped, and withdrawn are distributed according to the nature of the grievance.

DISPOSITION OF GRIEVANCES REFERRED TO THE TRADE BOARD, MAY 8, 1912, TO JUNE 1, 1914, BY NATURE OF GRIEVANCE.

Grievance.	Cases decided in favor of union.		Cases decided in favor of company.		Cases compromised.		Cases dropped.		Cases withdrawn.		Total number of cases.
	Number.	Per cent.	Number.	Per cent.	Number.	Per cent.	Number.	Per cent.	Number.	Per cent.	
Wrongful discharge	24	39.3	34	63.0	12	19.7	4	10.8	1	10.0	75
Additional work, or prices too low.	12	19.7	5	9.3	11	18.0	11	29.7	3	30.0	42
Reduction of rates of cutters.....	6	9.8	5	9.3	3	4.9	1	2.7	3	30.0	18
Discrimination against individuals or sections.....	5	8.2	4	7.4	4	6.6	1	2.7	1	10.0	15
Disputes in price making	4	6.6	3	5.6	18	29.5	6	16.2	.....	.....	31
Miscellaneous	4	6.6	1	1.8	4	6.6	6	16.2	.....	.....	15
Preferring nonunion help	3	4.9	1	1.8	3	4.9	.....	.....	.....	.....	7
Overcrowded section	2	3.3	.....	.....	4	6.6	7	18.9	1	10.0	14
Unequal division of work	1	1.6	.....	.....	.....	.....	.....	.....	.....	.....	1
Time allowance for cutting specials .....	.....	.....	1	1.8	.....	.....	.....	.....	.....	.....	1
Claim for wages due .....	.....	.....	.....	.....	1	1.6	.....	.....	.....	.....	1
Reduction of prices .....	.....	.....	.....	.....	1	1.6	.....	.....	.....	.....	1
New system of work .....	.....	.....	.....	.....	.....	.....	1	2.7	.....	.....	1
Illtreatment of employees .....	.....	.....	.....	.....	.....	.....	.....	.....	1	10.0	1
Total.....	61	100.0	54	100.0	61	100.0	37	100.0	10	100.0	1223

¹Including 1 case referred directly to the board of arbitration and decided by that board.

Fifty-nine per cent of all the cases decided in favor of the union represented either "wrongful discharge" or "additional work or prices too low." In 9.8 per cent of the cases in which the union was sustained, the grievance involved reduction of rates of cutters, and in 8.2 per cent discrimination was proved.

Thirty-four, or 63 per cent, of all the cases decided in favor of the company were cases in which "wrongful discharge" was alleged and was successfully refuted by the company. Five of the 20 remaining cases of decision favorable to the company were cases in which the charge of "additional work or prices too low" was not sustained; 5 were cases in which the union failed to prove its charge of a "reduction of rates of cutters"; 4, cases in which it failed to prove "discrimination"; 6 cases represented other issues.

Disputes in price making, as explained elsewhere, involve no wrong or lack of good faith. Such cases are essentially appeals to the trade board for assistance in determining a new price, where the character of the work has changed and the representatives of the respective parties on the price committee can not themselves agree upon a new price. Hence it is not surprising to find that such cases constitute a large proportion of the total number compromised. The same holds true generally with reference to grievances involving disputes designated as "additional work or prices too low."

Of the 37 cases that were dropped, 11, or 29.7 per cent, involved complaints of "additional work or prices too low"; that is to say, cases in which this grievance was probably more apparent than real. The preferment of such grievances without sufficient justification seems to be due chiefly to the fact that as yet no simple objective standard of measurement of actual labor involved in a specific operation has been introduced.

About one-third of all the cases that were withdrawn consisted of complaints involving grievances similar to those described in the foregoing paragraph. These, undoubtedly, would have been "dropped" or have been decided in favor of the firm had not the complainants withdrawn them before a formal disposition had been reached. Over one-fifth of the total number of cases referred to the trade board were dropped or withdrawn.

DECISIONS OF THE BOARD OF ARBITRATION.

As a safeguard to both parties an appeal may be taken to the board of arbitration from any decision of the trade board, and, as a matter of fact, 16 such appeals were taken from decisions of the trade board during the period under consideration.

The board of arbitration has during this period held many formal and informal meetings, has advised and recommended many changes in methods of adjusting disputes, and has rendered numerous writ-

ten and verbal decisions on relatively important and unimportant cases. The cases appealed to this board, as shown in the following tabulation, covered disagreements as regards discharge of employees, as regards prices and weekly rates, as regards division of work, discrimination, lay off of cutters' apprentices, and employment of foremen to do work of employees laid off.

While the work of the board of arbitration during its early existence was devoted chiefly to mediation, it issued, nevertheless, 16 written decisions. In the case of 9 of these decisions the decision of the trade board appealed from was sustained; in 3 cases the decision of the trade board was reversed; and in 4 instances the case was referred back for new adjustment.

In the table following the cases appealed to the board of arbitration are classified according to nature of grievance:

NATURE OF GRIEVANCE IN CASES APPEALED TO THE BOARD OF ARBITRATION
MAY 8, 1912, TO JUNE 1, 1914.

Grievance.	Number of cases.	Per cent.
Wrongful discharge	7	43.8
Disputes in price making.....	2	12.5
Reduction of rates of cutters.....	2	12.5
Discrimination against individuals or sections.....	2	12.5
Unequal division of work.....	1	6.3
Equal lay off for apprentices.....	1	6.3
Employment of foremen to do work of employees laid off.....	1	6.3
Total.....	16	100.0

Of the decisions appealed from the trade board to the board of arbitration, 12 were decisions of the trade board in favor of the union, 3 were decisions in favor of the company, and 1 was a compromise.

In 13 of the cases appealed the company was the appellant, and in 3 cases, the union.

One case involving a desired increase in rate of pay of a stamper was filed by the union and referred directly to the board of arbitration. This case was decided in favor of the complainant.

DEVELOPMENT OF A WORKING CODE.

Evidence of a gradual crystallization of separate pronouncements into a code of rules and procedure, defining general policies observed in the adjustment of specific grievances, is presented in various sections of this report, particularly in the sections dealing with the adjustment of grievances, the working of the preferential union shop, and that showing the development of the function of the shop chairman.

The following section presents the data from which this code was made by bringing together the texts of rulings and opinions of the industrial courts created by the agreement—namely, the trade board and the board of arbitration—for the guidance of representatives of the parties to the agreement in the daily performance of their duties.

The existence as well as the great guiding value of these so-called precedents was clearly brought out by testimony presented to the Commission on Industrial Relations, at Washington, April 8, 1914.¹

RULINGS AND OPINIONS OF THE TRADE BOARD.

This section concerns itself with the legislative phase of the work of the trade board. Very frequently, before resorting to specific action, both the company and the employees consider it advisable to apply to the board for a definite statement with reference to the handling of a specific problem. The board or its chairman in such cases formulates rulings or opinions, which, if not reversed by the board of arbitration, become the working code of the agreement.

Since its organization the board has been asked to rule on the following points: (*a*) Whether foremen can do work of workers laid off during the slack season—the opinion of the trade board in this matter was subsequently sustained by the board of arbitration; (*b*) defining matter with reference to so-called time allowances for cutters; (*c*) methods of settlement of prices; (*d*) standing of non-union workers before the board; (*e*) right of the company to abolish certain sections in the processes of manufacture; and (*f*) equal lay off for apprentices in the cutting room.

Below will be found the text of the rulings and opinions handed down by the trade board on the problems just enumerated.

1. CAN FOREMEN DO WORK OF REGULAR WORKING PEOPLE IN DULL SEASONS?— DECISION OF TRADE BOARD IN CASE NO. 77.

The facts in this case appear to be as follows:

Fanning was employed shaping, tacking vests. When the amount of work became considerably reduced as the slack season came on, Fanning was laid off and such work as he had been doing was turned over to a forelady.

The people contend that the company by the agreement may not discharge or lay off an employee and give his work to a foreman to perform, as foremen are not included in the terms of the agreement and their position in the shop is that of a director and not that of an operative; and that, therefore, to employ foremen as workmen is to violate the principle of preference.

The firm contends that it is at liberty to discharge or lay off an employee and transfer his work to a foreman when the amount of work has become so reduced that it can be performed by the foreman.

The board holds that the interpretation by the people of the agreement is the correct one. By the terms of the agreement, as well as by practical considerations, foremen are excluded from membership in the union. To take

¹ Testimony of S. Hillman and E. D. Howard, pages 650 and 664, respectively.

work away from an operative and give it to a foreman is in reality to engage a new operative, so far as the people are concerned, and a new operative who is excluded from the right and obligations of the agreement. It would seem that the agreement necessarily limits the foremen to directing and supervising the work—to the extent of directing and instructing them.

The board is of the opinion that foremen can not be substituted for regular operatives without raising at once the question of preference.

The board, therefore, grants the petition of Fanning, and orders that he be reinstated, to begin work Monday, March 30, and without back pay.

2. TIME ALLOWANCE TO CUTTERS—DECISION OF THE TRADE BOARD IN CASE No. 76.

Being a petition by deputy of the cutters for a ruling on the practice of the time allowed on two tickets.

The board holds, in view of the evidence submitted, that the practice of allowing three for two on two ticket lots had been in vogue in the cutting room before and since the agreement has been in effect, and that where time is not allowed, according to this practice, the cutter would have a justifiable grievance. The board understands that no order to grant this allowance was ever issued by the management of the cutting room, but that it simply grew up as an established practice in the allowances of time made by the foreman.

3. STATEMENT OF THE TRADE BOARD AS REGARDS CONTEMPLATED CHANGES IN OPERATION INVOLVING THE ABOLISHMENT OF SECTIONS.

At the present time the chairman is informed that the firm is contemplating extensive changes in the shops and factories which will necessitate abolishing some sections involving the discharge of a considerable number of employees; what the total number will be the chairman has not been informed.

In dealing with the prices and specifications which inaugurate these changes of work involving discharges the chairman will order that the customary procedure will be followed; that is, that a committee of representatives of the firm and of the people investigate the prices and specifications and report to the board. The chairman will then sign the specifications, and the prices will go into effect provisionally.

The chairman will disavow any responsibility whatever for agreements to present their grievances to the trade board for adjustment.

If lay offs occur the discharged persons will have the right under the agreement to present their grievance to the trade board for adjustment.

In this connection the chairman desires to state the position he will take toward these discharges. He will rule that places shall be provided for the discharged employees according to seniority of service for the firm.

So far as the chairman has observed this will conform with the general practice in all organized business where the human element in production is given any consideration. It is a practice which makes for the greatest measure of contentment and good will in the service. It is also the method used in at least one instance by the board of arbitration when confronted by a similar difficulty.

Inasmuch as the present situation is fraught with the most serious importance both for the firm and the employees, and inasmuch as many diverse opinions prevail on both sides as to the rights and function of the trade board, the chairman has invited Charles H. Winslow, of the committee which drafted the agreement and organized the board, to come to Chicago and deter-

mine for all parties concerned the mooted questions which have arisen regarding the powers of the board. The two chief deputies have joined in this request. The chairman has agreed that such decisions as he may determine in the board pending the interpretation and counsel of Mr. Winslow will be made to conform to Mr. Winslow's interpretation. It is provided, however, that the decisions as finally approved by the trade board shall be subject to appeal to the board of arbitration by the deputy of the employees.

It is also agreed that pending the arrival of Mr. Winslow the firm will place in effect, so far as possible, those specifications which involve the least number of discharges so as to minimize the complications.

4. OPINION OF THE TRADE BOARD ON THE STANDING OF NONUNION EMPLOYEES BEFORE THE BOARD.

The question has been raised whether a nonunion employee may secure redress through the trade board.

So far as the chairman can see there is no way by which any employee other than one who is a member of a union represented by the joint board of Hart, Schaffner & Marx can bring a grievance to the trade board. A grievance must be investigated and presented by a deputy. There is no deputy for the nonunion employees. The nonunion employees have no representative on the board. There is no machinery created for the consideration of his grievances. The nonunion employee has elected to deal directly and immediately with the firm. If he is dissatisfied with the treatment he has no place of appeal beyond the firm. The deputies for the firm could not represent him, as he is not affiliated with those organizations which they represent.

AUGUST 22, 1912.

5. OPINION OF THE TRADE BOARD ON THE RIGHT OF THE COMPANY TO ABOLISH SECTIONS.

The chairman has been asked for an opinion as to the right of the firm under the agreement to abolish sections of work.

So far as the chairman can see there is nothing in the agreement which limits the freedom of the firm in making readjustments in the conduct of the business, in order to reduce the cost of production; and there is nothing which prohibits the firm from discharging its employees except that the work during the slack season must be divided as nearly as practicable among all the employees so as to equalize the lay offs.

Discharges when they occur may be taken up as a grievance and be presented to the trade board, which has the right to sustain the discharge or order the discharged person to be reinstated, its decision being subject to appeal to the board of arbitration.

AUGUST 22, 1912.

6. LAY OFF FOR APPRENTICES IN THE CUTTING ROOM—DECISION OF THE TRADE BOARD IN CASE NO. 78.

Petition of M. G. that apprentices in the cutting room be laid off during the slack season.

While recognizing certain considerations raised by the company in connection with this case, particularly the discouragement to apprentices if they have to suffer a lay off while making only small earnings, the board is of the opinion that the original agreement in providing for an equal lay off of cutters so far

as practical during the slack season does not distinguish between apprentices and cutters, but includes both in the provision.

The board, therefore, grants the petition for lay off of apprentices in the cutting room.

MARCH 26, 1914.

RULINGS AND OPINIONS OF THE BOARD OF ARBITRATION.

The following rulings and opinions have been rendered by the board of arbitration:

1. LAYING OFF HELP.

In reference to the clause of the agreement between Hart, Schaffner & Marx and their employees, made March 13, 1911, which clause reads as follows: "During the slack season the work should be divided as equally as practicable among all hands." At the time this agreement was entered into it was understood that certain seasons of the year were slack and that at such seasons fewer men would be required than at other times, and this clause was included so that regular employees could not be discharged during the slack season. It was not meant to regulate the number of employees to be given work by Hart, Schaffner & Marx. We are of the opinion that the firm has a right to employ only the number necessary to conduct its business in the busy seasons of the year, and that during the slack seasons all these employed should be kept on the pay roll and the work proportionately divided. When there are too many employees at the busy season of the year the firm has a right to discharge the surplus number, but in discharging them they have no right to discriminate against the union men, but the discharge must be made along the lines of efficiency or some other lines that would meet the approval of this board, and, where any new men are taken on after the discharge, the firm should first employ such men as had previously been discharged, assuming that they are not discharged for any cause which, in the opinion of the board, would disqualify them from serving.

2. EQUAL DIVISION OF WORK.

OCTOBER 31, 1911.

At a hearing of the board of arbitration held on the 31st day of October, 1911, the board decided that under the terms of the agreement it is the duty of Hart, Schaffner & Marx to equalize the time of laying off the employees during the slack season, so that the work of the cutting room, which is involved, will be divided as equally as practicable among all hands.

3. TIME ALLOWANCES TO CUTTERS—SUSPENSIONS.

DECEMBER 13, 1911.

At a meeting of the arbitration board this day held, the question of making certain allowances of time to the cutters when they were deprived of doing their work by reason of special conditions through no fault of their own, was remitted back to be adjusted by the corporation with its employees.

It was further determined that there were to be no more suspensions in the cutting and trimming room.

4. SETTLEMENT OF PRICES.

The board recommends as a method for determining the prices to be paid for work when any change in the method or character of the work is made, the following:

Before the new price is fixed or before it is finally determined that the old price shall prevail, there shall in each instance where a change in the method or character of doing the work is to be made be selected two persons, one by Hart, Schaffner & Marx, and the other by the employees, and the two so designated shall select a number of employees in the particular branch affected by such change, such number to be agreed upon by said two representatives, and a test shall be made with the employees so chosen; the extent and manner of such test to be agreed upon by said two representatives; and after such test is made the price fixed by said two representatives shall be the price for such work; if such two representatives shall be unable to agree after such test, then the matter shall be determined by the board of arbitration.

5. PETITION OF FIRM TO DISCHARGE STRIKING UNION EMPLOYEES.

Whereas certain seamers in our pants factory have been on strike for several days, and the responsible officers of local No. 144 have encouraged and abetted this striking and are attempting to persuade and even to force other pants makers to join in the strike; and whereas in the presence of Mr. Thompson, their arbitrator, and other responsible officers of other unions, they have declared their contempt for the agreement and their determination to violate it; and whereas this strike is only one of a considerable number of similar outbreaks, the company declares that the members of local No. 144 have no further right to claim protection and benefit from all agreements which have existed up to this time between the employees and the company. The board of arbitration is asked to register this declaration, if in its judgment the position is well taken, and to instruct the chairman of the trade board to declare the memberships of the representatives of local No. 144 to be vacant and to instruct the deputies that grievances from the members of local No. 144 are not to be brought before the trade board or before the board of arbitration.

Petition denied.

6. PAY FOR HOLIDAYS.

AUGUST 7, 1913.

The company shall pay for six legal holidays in the following manner:

Any man who works during the fiscal week in which the holiday occurs shall be entitled to regular pay for the holiday. It is intended that the company shall pay only for those actually employed during that week, but it shall so arrange the lay offs that the same man shall not lose two holidays in succession. The holiday pays shall be divided as equitably as possible between all members of the permanent force.

This decision applies only to the cutting and trimming force.

CHAIRMAN BOARD OF ARBITRATION.

7. APPEAL FROM DECISION OF THE TRADE BOARD IN CASE No. 78, IN ANSWER TO PETITION OF CUTTERS' UNION THAT APPRENTICES AS CUTTERS BE LAID OFF.

MARCH 31, 1913.

The chairman of the trade board rules that inasmuch as the agreement does not distinguish between cutters and apprentices, that the provision requiring equal division of the work so far as practical applies to apprentices.

Appeal from this decision is taken on the ground that when the agreement was signed there was no idea on either side to lay off the apprentices, and apprentices have not been given an equal lay off with cutters for three years.

The company believes that this ruling does a great injustice to 26 young men who have started to learn the trade of a cutter. These men cut very few suits and get very small wages. To allow them to continue in the cutting room throughout the slack season would be of great benefit to them without materially working any disadvantage to the cutters.

It is a social duty of the company to offer an opportunity to young men to learn a trade as it is the duty of all concerned engaged in manufacturing.

If the company did not offer this opportunity, young men would be obliged to grow up without a trade, which would be a distinct harm to the industry and to society at large.

These apprentices must learn cutting through instruction of the section foremen. During the busy time these officers are busy with their routine duties and have little time for instruction. The apprentices are then given the simplest of work and learn but little. However, during the slack time the foremen are not busy and can give the apprentices much time. To lay the apprentices off in slack time would therefore deprive them of several weeks of instruction which can not be compensated for during the busy season.

We contend, therefore, that it is contrary to the rules of justice and fairness already laid down by the board of arbitration to change the interpretation of the agreement on technical grounds after three years in a manner which would do so great an injustice to apprentices, who should be encouraged rather than discouraged in their efforts to learn the trade. We realize that the chairman of the trade board may not feel authorized to make his decision on broad grounds of justice, but the board of arbitration was organized specially for that purpose.

Decision of trade board affirmed.

8. PETITION OF FIRM TO BOARD OF ARBITRATION FOR AMENDMENT TO TRADE BOARD RULES.

Rule No. 8 reads as follows:

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

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

This rule was suggested and written in order to serve until the tailor shops should know that stoppages of work were a violation of the agreement. It was intended to gradually stop the practice. For the last few months the effect of the rule has been to stimulate strikes; the people stop work for the purpose of getting their deputy to come to the shop, expecting him to get the rulings of the foreman reversed.

In a recent case, the deputy encouraged the strikers to continue the stoppage and agreed with the foreman instead of doing his duty as prescribed in the rule.

The rule has outlasted its usefulness and really fosters the evil it was intended to correct. The company therefore petitions to have it repealed by the board.

Petition denied.

Two more important rulings of the board of arbitration will be found on pages 56 to 59.

APPEAL OF CUTTERS.

A petition of the cutters was made under the provisions of the agreement of March 29, 1913, which empowered the board of arbitration to make final decisions in all matters under dispute.

The cutters demanded a ruling from the board enjoining the company from requiring the cutting of more than two suits at one time. They based their demand on the following grounds: (1) That the cutting of more than two up requires too much physical exertion and leads to quick fatigue; (2) That it requires a longer time to cut three up than it does to cut singles or two up; (3) that no other firm in the city of Chicago cuts three up.

The company in its brief denied all the allegations of the workers, save the last one, which the company maintained was irrelevant, on the ground that the practices of other firms had no bearing on this case. The company furthermore denied that it required additional physical exertion to cut three up. With reference to the second contention of the workers, the company maintained that the time necessary for cutting three up was taken into consideration when the so-called average cut at 52½ cents was established.

The company maintained further that, according to statements of the cutters themselves, the cutters in the establishment of Hart, Schaffner & Marx earned better wages than the cutters of other firms in the city of Chicago.

9. AWARD OF BOARD OF ARBITRATION RELATING TO APPEAL OF CUTTERS.

The matters submitted by the cutters to the board of arbitration for decision have been disposed of by the board of arbitration on the 6th day of June, 1913, in the following way: A majority of the board, consisting of Messrs. Williams and Darrow, find:

1. There shall be no cuts by hand in excess of two up on woolens weighing 15 ounces or over.

2. There shall be no cuts by machine on woolens above twelve up.

3. The company shall, so far as possible, equitably distribute among all of the cutters the cuts of three up, and if any future claim is made of a proportionate increase of three ups by hand, such claim may be further considered by the board of arbitration.

4. The schedule of prices to be paid for machine work shall be on the following basis:

	Minutes.		Minutes.
Three ups.....	75	Eight ups.....	140
Four ups.....	100	Nine ups.....	150
Five ups.....	110	Ten ups.....	160
Six ups.....	120	Eleven ups.....	170
Seven ups.....	130	Twelve ups.....	180

5. Either party shall have the right, at any time hereafter, to appeal to the board of arbitration if these findings do not seem to work equitably.

6. If machines of increased capacity are used the right is reserved to change the number of the cuts and the price for any excess.

From the above findings Nos. 1 and 4, the remaining member of the board, Mr. Meyer, dissents.

TEMPORARY DECISION FOR CUTTING ROOM.

The interpretation placed by the chairman of the board of arbitration on the recent decision of the board regarding 3 ups is as follows:

That all three ups of 15 ounces and over are not to be cut by hand; but they may be cut by regular machine operators, except that any shear cutter who may prefer to operate a machine may do so on the said 3 ups if agreeable to him and the foreman.

Until the matter is further considered, cutters will be expected to pile up for machine operators.

It is understood that all the matters in dispute in the cutting room, such as the splitting of 4 ups, and all operations in which a change of work is asked, shall be taken up as promptly as possible by the board and decided. Until such questions are decided everybody is asked to exercise patience and to work on as harmoniously as possible under direction of management.

CHAIRMAN BOARD OF ARBITRATION.

10. SUBSEQUENT DECISIONS OF THE BOARD OF ARBITRATION—ARBITRATORS' AWARD IN CUTTING CASE.

This is a case presented by the cutters to the board of arbitration for the establishment of what they term "normal conditions" in the cutting room. It comes up as part of the demands which, under the recently adopted agreement, is to be decided by the board. The claims of the cutters and the decision of the arbitrators thereon are as follows:

1. The claim of the cutters is that overcoats, 4 up and over, should be figured at two for one. This claim is allowed.

2. Claim that overcoats, 3 ups, 15 ounces and over, should be given time allowance of 60 minutes instead of 40 minutes, as at present. The board decides that the time allowance shall be 50 minutes.

3. Claim that "cutters should use their judgment in managing the work so as to make 2-unit lays." The board decides that the agent of the company shall have the right to direct the arrangement of lays, but that if his authority is so exercised as to increase the normal number of one-suit lays, or to otherwise give rise to just complaint by the cutter, it shall be considered a proper claim for allowance; and the allowance committee hereafter referred to may in its judgment make an adequate time allowance.

4. Claim that damaged goods be taken into consideration. This claim is granted subject to the judgment of the allowance committee.

5. Claim that men shall be credited with time lost not due to any fault of theirs. This claim is granted in the manner following: Whenever a cutter is unable to proceed with work, but is forced to remain idle, he shall report at once to his foreman, and if the foreman is unable to give him work he shall be given a time-allowance memorandum, on which is noted the time of notice. When the cutter is ready to work he shall note the time on the memorandum and attach same to his next ticket, and the clerks will credit on his record the time lost.

6. Claim relating to the introduction of combination lots is disposed of as follows: When any cut of 2 up or over appears on a combination ticket it shall

be allowed for at the rate of three for two. It is understood that no other claim for allowance shall be considered in the combination cut thus provided for.

7. The decision of June 6, 1913, is amended by changing item 3 to read as follows:

The company shall, so far as possible, equitably distribute among the cutters the cuts of 3 up, and if any future claim is made of a proportionate increase of 3 ups such claim may be further considered by the board of arbitration.

8. The division of the time allowed for cutting lays jointly by hand and machine cutters is to be determined by the agents of the garment workers' union, and if they can not agree it shall be decided by the chairman of the board of arbitration.

9. Claim of allowances for a considerable list of alterations and extras is too technical in its nature for this board to decide, and it provides the following method for the disposition of this and kindred claims:

A committee shall be appointed to be known as the allowance committee, one member to be appointed by the company and one by the union, and in event of their failure to agree they shall call in the chairman of the trade board, who shall act as umpire. It shall be the business of this committee to adjust questions coming before it for allowances. To this end it shall endeavor to establish a standard suit and shall proceed in the manner following: It shall first establish the minimum parts entering into a suit or overcoat. It shall add to this the items of additions or alterations which experience has shown to be normal and for which no extra time has been customarily allowed or which ought to be allowed. The minimum with the normal additions thus ascertained and agreed upon shall be considered the normal suit, and any additions or extras above this shall be allowed the actual time required for their making. It is understood that the standard herein provided for is tentative and experimental and shall not be made permanent until confirmed by the board of arbitration. It is suggested that three months be taken for this experimentation and that records be kept of the steps in the process.

In addition to the list of allowances claimed by the cutter, it is agreed that the matter of the number of 3 ups in excess of the normal be referred to the allowance committee. It is the understanding that the decision of the board with reference to 3 ups is based on the fact that they bear a certain proportion to the whole. Should the proportion of 3 ups increase beyond the normal on which the decision is based, the allowance committee shall take notice of such increase and shall make adequate time allowance therefor.

The items following are accepted as the minima upon which the allowance committee shall base its standards:

A suit consists of—

One coat, five parts: Fore part, back part, top, pocket, and sleeve.

One vest, one part: Under facing.

One trousers, two parts: Fore part, back part.

Fittings for coat: Collar, flap, piping, large and small breast welts—five pieces.

Fittings for vest: Two welts, one no collar or notch collar, one front vest facing, one bottom vest facing.

Fittings for trousers: One waistband (plain), one fly, two hip pockets, one side pocket, one hip flap or tab, three cuts belt loops, one fob pocket, two side buckle straps.

Under collars are at present charged for at rate of one and one-half minutes for \$25.20 man.

Overcoat consists of 5 parts: One fore part, one back, one top sleeve, one undersleeve, one facing.

Fittings consist of one top collar, one flap and piping, two breast welts (large and small)—five pieces.

DESCRIPTIVE ANALYSIS OF TYPICAL CASES.

The object of the presentation and analysis of the following actual cases is to show briefly the amount and character of data required to serve as the basis for the proper adjustment of a complaint filed with either the trade board or the board of arbitration. The analysis of each case also serves to show the advantage of an industrial court of last resort.

The complaints selected are of such character as to include cases in which serious issues have been in dispute, as well as cases of minor importance. The disposition of each case is typical of the general policy.

CASE No. 1.

COMPLAINT BY: UNION.

NATURE OF COMPLAINT:

Petition for reinstatement of discharged employee on the ground of discrimination.

ABSTRACT OF THE ISSUES:

(a) Contention of the representatives of the unions. The representatives of the unions contended and presented evidence to show that _____ had appeared as a witness before a committee of the trade board the day before his discharge. That he had been an active member of the union at the time of the strike and since.

(b) Contention of representatives of the firm. The firm presented evidence to show that _____ had not properly performed his duties in separating the lots of goods which he had cut; that his delinquency had been brought to the attention of the superintendent of the cutting room, then taken up by the general manager of the firm, and later by the head of the firm, who had ordered his discharge.

ABSTRACT OF FACTS ESTABLISHED BEFORE THE TRADE BOARD:

1. That _____ had been an active union man, but his appearance before a committee of the trade board had not been used against him by the firm.

2. That sufficient evidence was presented to show delinquency in the performance of his duties as a cutter.

DECISION OF THE TRADE BOARD:

On the basis of the evidence presented the board ruled that the charge of discrimination was not supported.

DISPOSITION:

The board denied the petition and the case was therefore found in favor of the firm. Thereupon the case was appealed to the board of arbitration.

TRIAL OF THE CASE BEFORE THE BOARD OF ARBITRATION:

The issues involved in the trial of the case before the board of arbitration from the standpoint of both the unions and the firm were precisely the same as before the trade board.

DECISION OF THE BOARD OF ARBITRATION :

The board of arbitration affirmed the decision of the trade board, but instructed the representatives of the unions to change the form of their charges in the future and permit the trade board to hear such complaints on the merit of the work performed.

CASE No. 2.**COMPLAINT BY: UNION.****NATURE OF COMPLAINT:**

Petition for reinstatement of five discharged offpressers on the ground of discrimination.

ABSTRACT OF THE ISSUE:

(a) Contention of the offpressers. During the slack season a week worker was assigned to the offpressing section in the trousers shop in the factory B. This the offpressers considered was overcrowding the section and in effect reduced their earning capacity. For this reason the offpressers stopped work.

(b) Contention of the firm. The firm contended that on account of a rush of reorders the work must be gotten out, but as soon as the "rush work" was finished the week worker would be withdrawn.

ABSTRACT OF FACTS ESTABLISHED BEFORE THE TRADE BOARD:

1. That the firm found it necessary on account of a rush of reorders to add a week worker to the offpressing section in the trousers shop, but assured the offpressers through their deputy that the week worker would be withdrawn as soon as the rush was over, whereupon they resumed work.

2. The next day several hundred pairs of trousers were sent to another factory to be pressed. The offpressers, regarding this as an attempt to get back at them, again stopped work. But under instructions from their deputy returned to work a second time. Near the end of the day the week worker was withdrawn.

3. The next day, contrary to an arrangement made by the deputy of the firm and the deputy of the workers on the day previous (that the week worker was to be withdrawn), the week worker was again assigned to their section. This caused the offpressers again to stop work.

4. The deputy of the workers was notified of this stoppage of work and requested to order the men back to work, but refused to enter the shop for this purpose, asserting that he could be of no use in such a situation.

5. On orders of the labor complaint department five of the offpressers were selected by the man in charge of this factory and discharged.

DECISION OF THE TRADE BOARD:

The trade board decided that on account of the deputy of the workers declining to act the notification required by the agreement had not been given the offpressers, and that the firm had acted in a way to provoke the natural resentment of the men.

DISPOSITION:

For these reasons the trade board ordered the reinstatement of the five offpressers. An appeal from this decision was taken by the firm without asking for a stay of execution.

TRIAL OF THE CASE BEFORE THE BOARD OF ARBITRATION:

The board of arbitration, after receiving the testimony offered in the case, unanimously decided that the decision of the trade board, reinstating the men on the ground of failure of notification by a deputy of the workers, was not well taken and thereupon reversed the decision, finding in favor of the firm.

CASE No. 3.

COMPLAINT BY: UNION.**NATURE OF COMPLAINT:**

Petition of buttonhole makers to raise the price for making buttonholes.

ABSTRACT OF THE ISSUE:

(a) Contention of the buttonhole makers. The workers contended that since the change in gimp had been made it took more time to make buttonholes than it did when larger gimp was used.

(b) Contention of the firm. The firm contended that the change in gimp made no change in the earnings as it did not involve more time than when No. 10 was used.

ABSTRACT OF FACTS ESTABLISHED BEFORE THE TRADE BOARD:

1. That a change of gimp had been made from No. 10 to Nos. 5 and 11B.
2. On evidence submitted by a committee appointed to make tests, collect further evidence among the operatives and forewomen, and review the pay rolls, the board found that the contention of the buttonhole makers was justified.

DECISION OF THE TRADE BOARD:

As a result of the testimony presented by both the workers and the investigating committee, the trade board raised and fixed the wage rate for making buttonholes when No. 5 gimp was used one-fourth of one cent and when No. 11B was used one-half of one cent per buttonhole.

DISPOSITION:

Therefore the case was found in favor of the workers. The firm took an appeal to the board of arbitration, but meanwhile asked for a stay of execution.

TRIAL OF THE CASE BEFORE THE BOARD OF ARBITRATION:

The board of arbitration, after reviewing the evidence presented to the trade board, supplemented by other evidence, affirmed the decision of the trade board. The decision to take effect from the date of filing the original complaint.

CASE No. 4.

COMPLAINT BY: UNION.**NATURE OF COMPLAINT:**

Petition for a restoration of former wage rate by six cutters.

ABSTRACT OF THE ISSUE:

(a) Contention of the representatives of the union. The workmen contended that abnormal and unusual conditions prevailed. These unusual conditions consisted of the use of more than one pattern for making a cut, insufficient allowance of goods within which to make cuts, failure to receive lots of work on time, so that they were obliged to wait and were thus idle.

(b) Contention of the firm. A general denial concerning unusual or abnormal conditions and that the reduction in wage rates was warranted.

ABSTRACT OF FACTS ESTABLISHED BEFORE THE TRADE BOARD:

That unusual conditions affected the amount of work the cutters were able to produce; and that failure to receive lots of work on time, as well as an insufficient allowance of goods, were contributory causes.

DECISION OF THE TRADE BOARD:

On the basis of the foregoing facts the trade board ordered the restoration of the former wage rate with back pay.

DISPOSITION:

The case was therefore found in favor of the workmen, but an appeal was taken by the firm to the board of arbitration.

TRIAL OF THE CASE BEFORE THE BOARD OF ARBITRATION :

On account of information received at the trial before the board, wherein the issues and testimony remained unchanged, the board of arbitration suggested conferences of the general manager and a representative of the cutters in all cases of prospective reductions arising in the cutting room prior to being presented to the trade board.

DECISION OF THE BOARD OF ARBITRATION :

Decision of the trade board was affirmed.

CASE No. 5.**COMPLAINT BY: UNION.****NATURE OF COMPLAINT :**

Wrongful discharge. Petition to trade board to reinstate _____, a discharged vest maker.

ABSTRACT OF THE ISSUE :

(a) Contention of the union. Man discharged for union activity, as he was active assistant shop chairman.

(b) Contention of the firm. Man discharged on recommendation of the matron of the factory on complaint of four girls whom defendant, they maintained, grossly insulted.

ABSTRACT OF FACTS ESTABLISHED :

The evidence of the complaining girls was not corroborated. Evidence, on the other hand, tended to show existing animus in the shop against the defendant.

DECISION OF THE TRADE BOARD :

The petition is granted on the ground that the evidence against _____ is uncorroborated. The charge against _____ involves not alone his reputation and place as a garment maker, but also his reputation and standing as a citizen. In the judgment of the chairman, charges of this scope should be mainly sustained by proof and not purely presumptive testimony. Man was reinstated with back pay.

The firm appealed from the decision to the board of arbitration. Subsequently the man was reinstated with back pay amounting to \$192.50.

CASE No. 6.**COMPLAINT BY: UNION.****NATURE OF GRIEVANCE :**

Petition of buttonhole makers in shop No. 29 and factory B for increase in price and back pay.

ABSTRACT OF ISSUE :

(a) Contention of the union. The workers are not earning enough, as the specific kind of buttonholes they are making involves additional labor.

(b) Contention of the firm. From reports received from the superintendent there seems to be no additional work.

ABSTRACT OF FACTS ESTABLISHED :

Actual test ordered by the trade board showed that about two minutes more, on the average, was required on coats where No. 16 twist and No. 5 gimp was used.

DECISION OF THE TRADE BOARD :

Board ordered 1 cent additional per coat on the prices for all sack coats where the buttonholes are sewed with No. 16 twist and No. 5 gimp.

Subsequently, after this decision was affirmed by the board of arbitration, the firm issued the following order, granting about \$2,000 in back pay to the workers:

TO THE TIMEKEEPING DEPARTMENT.

Allow back pay to all buttonhole makers on sack coats who have made buttonholes with No. 16 or No. 14 twist and No. 5 gimp since September 26, 1912, 1 cent additional per coat, and continue to pay 1 cent additional per coat for all coats made with No. 14 or No. 16 twist and No. 5 gimp.

THE PREFERENTIAL UNION SHOP—RECOGNITION OF THE UNION.

As has been stated, the demand of the employees for the establishment of the so-called closed shop was met by a concession on the part of the company, which is embodied in those provisions of the agreement which accord to members of the unions a preference in the hiring, laying off and discharging of employees.

No decision prescribing the manner of applying the preferential principle in the employment and laying off of help, however, was rendered by the board of arbitration until the month of August, 1913, and a great many difficulties were, in fact, encountered by the board in its efforts to work out a satisfactory code of rules in accordance with which preference should be extended to members of the union.

The outcome of these efforts on the part of the board was the following decisions of August 30, 1913, handed down on petition of the unions.

DECISIONS IN RELATION TO PREFERENCE AS CODIFIED AUGUST 30, 1913.

The garment workers' officials having appealed to the board of arbitration for an interpretation of the principle of preference as announced in the agreement, the board gives out the following statement:

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

PROVISION FOR PREFERENCE.

The application of the principle of preference made herein is based on the degree of unionization at present existing in the shops and is designed to prevent union membership from falling below its present status, and by its con-

tinued operation to strengthen the organization as contemplated by the agreement.

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

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

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

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

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

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

PREFERENCE OF CLASS A.

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

PREFERENCE OF CLASS B.

Whenever a lay off or reduction of force takes place in any section in class B, any member of the garment workers' union shall have preference over those who are not members of the union, and no union member shall be laid off until all nonunion workers are laid off: *Provided*, That no worker employed more than one year who in the judgment of the trade board is conspicuously efficient shall be laid off.

PREFERENCE OF CLASS C.

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

PREFERENCE OF CLASS D.

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

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

PROMOTION OF SECTIONS.

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

change to class B, and if it shall become entirely nonunion, it shall automatically change to class C.

PREFERENCE OF SENIORITY.

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

SLACK-SEASON REDUCTION IN TAILOR SHOPS.

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

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

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

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

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

2. The requirements of the coming busy season.

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

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

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

TABLE OF SECTIONS.

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

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

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

PREFERENCE IN HIRING.

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

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

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

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

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

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

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

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

PREFERENCE IN THE CUTTING ROOM.

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

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

The measure of preference proposed by the company is that they will recognize that all cutters on the permanent force shall belong to the union, with the exception that 30 positions shall be exempted, which may be filled, at its pleasure, with nonunion men.

The cutters object to the 30 exemptions on the ground that the number corresponds to the number of nonunion men now in the cutting room, and they

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

To this the company rejoins that at the time of the settlement it refused to consider the proposal of a "closed shop," and that the essence of the "closed shop" is the prevention of the company from employing nonunion workers; that they have the right to employ at their option a certain number of nonunion men, and that the number they propose to exempt is very modest, being less than 10 per cent of the number employed. They further maintain that they have shown their good faith by offering a very liberal measure of preference for the whole works, which in the cutting room would guarantee the union that its membership would never fall below 90 per cent of the number employed.

THE CHAIRMAN'S DECISION, AUGUST 5, 1913.

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

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

All workers in the cutting room shall be members in good standing of the garment workers' union, with these exceptions, namely: That the company may exempt 20 positions from the operation of this rule, being less than 5 per cent of the number at present employed. Of these, one-half shall be limited to old employees who have been in the employ of the company for five or more years; the other half shall be chosen on the ground of personal efficiency of individuals or general efficiency of administration, in the discretion of the company.

J. E. WILLIAMS, *Chairman.*

AUGUST 5, 1913.

SUPPLEMENTARY DECISION RE PREFERENCE IN CUTTING ROOM.

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

The company shall prefer union men in hiring, but shall have the right to hire nonunion men if the union can not supply the needed help. The method of preference in hiring shall be the same as provided for in the tailor shops,

The preference in discharge shall be exercised at a time when the force is being reduced in the cutting room. It is expected that the present practice of laying men off during the slack season will be continued, and that the preference to union men in dismissal shall be put in operation at that time. The paragraph in the decision of August 5, 1913, defining the degree of preference in the cutting room shall be put into effect in the manner following:

After dismissal of the temporary force the company shall dismiss all non-union men in excess of the number of 20 before requiring any union man to take a lay off. The 20 nonunion workers retained by the company shall be in the same position with respect to equal division of lay off as the union workers.

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

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

PREFERENCE FOR TRIMMING ROOM.

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

That all workers in the trimming room, except those classified as belonging to the office force, shall be members in good standing of the union, with the exception that the company may at its option exempt nine positions from this requirement, being 5 per cent of the number at present employed in the trimming room.

J. E. WILLIAMS, *Chairman.*

OPERATION UNDER DECISIONS RELATING TO PREFERENCE.

It will be noted that these decisions of the board of arbitration formulate general rules for the enforcement of preference in accordance with the provisions of the agreement, these rules to apply to all of the tailoring occupations, that is to say, to all occupations save those of cutting and trimming. As regards the latter occupations special rulings were made as follows:

RULE OF PREFERENCE TO BE APPLIED IN THE CASE OF CUTTERS.

All workers in the cutting room shall be members in good standing of the garment workers' union, with these exceptions, namely: That the company may exempt 20 positions from the operation of this rule.

RULE OF PREFERENCE TO BE APPLIED IN THE CASE OF TRIMMERS.

That all workers in the trimming room, except those classified as belonging to the office force, shall be members in good standing of the union, with the exception that the company may at its option exempt nine positions from this requirement.

PREFERENCE IN THE TAILOR SHOPS.

As regards the tailor shops the decisions of the board of arbitration formulating rules for the extension of preference to members of unions may be summarized as follows:

PREFERENCE IN HIRING HELP.—Under these decisions, preference is accorded to members of unions in all cases of hiring help. When new help is needed the labor department of the company must forward a requisition for such workers as are needed to the officers of the various unions affiliated with the joint board of the unions. If the union can not fill the requisition from its membership within the time limit prescribed, the company is free to hire anyone available. The following is a general order of the company instructing foremen to observe this rule:

GENERAL ORDER—HIRING NEW HELP.

Whenever there is in any section need for additional help that can not be supplied by transfer from some other shop or section, a requisition for same must be made to the labor complaint department, whether or not there is any expectation of getting the requisition filled. After a reasonable time, or in special cases by arrangement with the labor department, if no experienced persons apply under requisition, you are at liberty to hire anyone you please.

Foremen are permitted to hire union members at any time after requisition has been made.

That this order has been generally observed may be inferred from opinions expressed by officials of the unions. Further evidence of its enforcement is found in the records of certain cases that have come before the trade board, of which the following case, No. 100, may be cited as an example.

On June 10, 1914, the deputy for one of the unions complained that in shop No. 10 the foreman hired a second baster without sending a requisition to the union. In answer to this charge the company informed the board that, according to reports submitted by the foreman of shop No. 10, he hired a second baster who represented himself as being a union man; and that when the foreman found out that this worker had lost his union membership by reason of non-payment of dues for nine months, the man who had been taken on was dismissed and a man who had been previously laid off was reinstated.

PREFERENCE IN LAYING OFF HELP.—During the slack seasons the officials of the unions frequently file complaints to the effect that certain sections are overcrowded, accompanying the complaint with a petition that some of the nonunion people be laid off. Since section 8 of the arbitration agreement authorizes the company and its agents "to use their best judgment in maintaining a proper balance of workmen in the sections to keep the different departments at

work," the company may depose against the granting of such petitions by the trade board, (1) that the section is not overcrowded as compared with a section near it; (2) that it is necessary to hold the people for the coming busy season; (3) that it is difficult to get new people for this section; (4) that the lay off will reduce the efficiency of the shop; (5) that the slackness is of a very temporary nature; or (6) that the nonunion people are especially efficient and have been employed for more than one year.

Evidence as to the working of the rule of according preference to members of the unions when laying off help may be gathered from such cases as the following, which are typical:

Case 47, Sept. 18, 1913: In factory K two nonunion offpressers were laid off by the trade board on request of the union.

Case 56, Oct. 11, 1913: Nonunion cutter laid off by the trade board because the quota of 20 nonunion men allowed by the agreement was full.

Case 80, Apr. 30, 1914: On petition of the union that two nonunion basters be laid off on account of overcrowded section, the trade board ordered that the nonunion employees in question be transferred to another factory.

Case 110, Mar. 16, 1914: On account of the pocket-making section being overcrowded, the union asked the labor complaint department of the firm that two nonunion employees of that section be laid off. Request granted by decision of the deputies.

Case 890: Complaint filed by the union that section was overcrowded and that nonunion man be laid off. The trade board decided that the man in question be advised to join the union.

Case 1205, Mar. 20, 1914: Complaint that the section of finishers was overcrowded. The firm agreed with the complainant that three nonunion finishers be laid off at once. (Decision of deputies.)

Case 1219, Mar. 30, 1914: Complaint filed by the union to the effect that armhole baster refused to pay dues. It was decided that if the worker in question persisted in refusing to pay his dues he be laid off at once. (Decided by the deputies.)

Case 1230, May 21, 1914: On complaint filed by the union a nonunion girl was laid off because she refused to join the organization.

OPINION OF THE CHAIRMAN OF THE BOARD OF ARBITRATION RELATING TO PREFERENCE.

At a joint conference of deputies for the company and for the unions with the chairman of the board of arbitration, a number of matters were taken up relating to preference and to overcrowded sections in the company's vest shops.

At this conference, in stating his position, the chairman of the board of arbitration expressed the opinion that the giving of preference to members of the union in the process of laying off during the slack season "must be done with as little harshness as possible." In the view of the chairman the motive of action in any given case must be to strengthen the union by the addition of nonunion people, not "to gratify feelings of resentment over old dis-

putes by cutting off some people from their means of livelihood by discharge." The chairman, however, was positive in the conviction that "preference must be given union members" and advised "wherever there is evidence of a section being overcrowded that nonunion workers join the union and conform to its rules."

In accordance with this view, the following cases were adjusted:

1. Trimmer in factory G advised to join the union immediately.
2. Girl pocket setter in factory G ordered to join the union.
3. Lining baster in factory F advised to join the union immediately.
4. Buttonhole-making section in factory F being overcrowded, two nonunion workers laid off.
5. In factory F one nonunion buttonhole sewer to be laid off.
6. Two nonunion pocket tackers in factory F advised that, in order to hold their positions, they must join the organization.
7. A neck stitcher in factory H advised to join the union at once.
8. Case of M., a member of the union. M. refused to pay a fine imposed on him by his organization. The chairman ordered M. to pay the fine on the ground that failure to do so would result in his dismissal as a nonunion man.

In conclusion it should be stated that, according to one of the general rules laid down by the chairman of the board of arbitration, August 30, 1913, the preferential principle is to be applied under the following conditions:

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

Supplementary information concerning the workings of the preferential union shop as described in this report will be found in the stenographic reports of the hearings on the workings of this agreement, before the Commission on Industrial Relations, April 8, 1914, page 743 ff, testimony of E. D. Howard.

UNIONIZATION OF THE SHOPS, MARCH AND MAY, 1914.

In compliance with a request of the company's labor complaint department a census of the shops was taken by the foremen in March, 1914, to determine the number of union and of nonunion employees. Three months later a second census was taken by the shop chairmen, the representatives of the unions in the shops, for the purpose of verifying the figures secured by the company in March.

The proportion of union employees in the shops, as determined by the census taken in May by representatives of the unions, considerably exceeds the corresponding proportion as determined by the company's census in March. This difference may be due in part to an increase in membership during the interval between the censuses. The difference is greatest in the case of the pants makers. Among these employees the percentage of union members according to the company's census was 51; according to the census taken by the unions, 77.6. According to both censuses the proportion of union members was lower among these workers than it was in any other department, but it should be borne in mind that this is a comparatively small group of workers, constituting in the aggregate only about 10 per cent of the total number of employees. Among the vest makers the corresponding percentage was 89 according to the company's census, and 96 according to the census taken by the unions; among the coat makers, 82 and 91.6, respectively. The proportion was highest, 95 per cent, among the cutters and the trimmers.

According to both censuses the extent of unionization varies considerably in the different departments. It should be noted, however, that the census of the unions was somewhat incomplete, between 10 and 15 per cent of the coat and trousers shops having failed to report on the question of unionization. The percentages as determined by the two censuses are given in the table following, which includes the percentage for the cutters and for the trimmers, as fixed by the provisions of the decision rendered by the board of arbitration. The returns of these censuses would indicate that the proportion of union members among the employees of the firm taken in the aggregate considerably exceeds 80 per cent and may amount to or even exceed 90 per cent, according as one accepts the figures obtained by the company or those obtained by the unions.

PER CENT OF UNION MEMBERS AMONG EMPLOYEES IN THE COMPANY'S SHOPS
MARCH AND MAY, 1914.

Shops.	Per cent of employees in the union.	
	March, 1914 (census by company).	May, 1914 (census by unions).
Coat makers.....	82.0	91.6
Vest makers.....	89.0	96.0
Pants makers.....	51.0	77.6
Cutters.....	195.0	195.0
Trimmers.....	195.0	195.0

¹ Estimate based upon provisions of the decision fixing the number of nonunion employees.

The number of union members in the company's shops in May, 1914, varied among the coat makers from 66 in one shop to 100 in each of two shops, the percentage being 91.6 for all reporting shops

combined; among the pants makers the percentage, based upon a somewhat incomplete census, ranged from 52.3 to 95.1, being 77.6 for all shops combined.

INCREASE IN MEMBERSHIP OF THE UNIONS, 1912 TO 1914.

In the foregoing section the available data are given showing the extent to which the shops of the company were unionized in 1914. In the tables following data are given showing the growth in membership of the unions under the agreement from January, 1912, to May, 1914.

THE VEST MAKERS.—At the end of May, 1914, the vest makers' union of the company had a membership in good standing of 593, which exceeded the membership of this organization in May, 1913 (433), by more than one-third, and was almost eight times as great as its membership in May, 1912 (75). The membership in May, 1914, according to a statement of the deputy of this union, was about 96 per cent of the total number of vest makers employed by the company at that date.

MEMBERSHIP OF THE VEST MAKERS' UNION IN THE COMPANY'S SHOPS, BY MONTHS JANUARY, 1912, TO MAY, 1914.

Month.	Members of union in good standing.		
	1912	1913	1914
January.....	105	170	494
February.....	93	238	548
March.....	95	270	558
April.....	97	411	534
May.....	75	433	593
June.....	98	435	
July.....	114	446	
August.....	121	438	
September.....	119	442	
October.....	140	445	
November.....	136	454	
December.....	148	475	

There is ample evidence that the growth in membership has been equally rapid in the case of the other labor organizations in the shops.

In the following summary table the amount of dues collected by the five organizations during the first five months, January to May, inclusive, of the years 1912, 1913, and 1914 are shown, with the percentages that these amounts are of the dues collected in the corresponding period in 1912. The aggregate amount collected by the five organizations during the first five months of 1912 was \$2,592; during the corresponding months of 1913, \$5,161; and during the corresponding months of 1914, \$8,906, the amount collected in these

months of 1914 being about three and one-half times as great as the amount for the corresponding months of 1912.

DUES COLLECTED, JANUARY TO MAY, 1912, 1913, AND 1914, BY UNIONS.

Union.	Dues collected January to May, inclusive.					
	Amount.			Per cent.		
	1912	1913	1914	1912	1913 as compared with 1912	1914 as compared with 1912
Coat makers.....	\$1,263	\$2,597	\$4,962	100	206	393
Trousers makers.....	610	1,016	1,953	100	167	321
Polish tailors.....	206	469	613	100	228	300
Lithuanian tailors (1).....	136	435	449	100	234	241
Lithuanian tailors (2).....	327	644	919	100	197	281
Total.....	2,592	5,161	8,906	100	199	344

POWER OF DISCHARGE.

Under the original agreement of 1911, the company's absolute right of discharge was limited only by its own promise not to discriminate against union employees.¹

From the very initiation of its system of collective bargaining, however, the company has realized the importance of exercising its right to discharge with fairness and the necessity of instituting a more or less comprehensive system for the handling of individual cases of discharge. The disposition of the company to devise some scheme for regulating the exercise by its foremen of their arbitrary power of discharge is manifest in the following paragraphs quoted from report No. 16 of the head of the company's labor complaint department.

REPORT NO. 16.—PLAN TO REGULATE DISCHARGES.

One of the most important sources of misunderstanding and friction with our employees is the matter of discharge by the foreman. It has been a regular thing after the settlement of strikes for employers to discharge the union leaders and agitators just as soon as they felt that they could do so without bringing on another strike. All sorts of strategy and misrepresentation has been used to get rid of these people. In most cases this was a very short-sighted policy. For a little while such action did not provoke a strike, yet it antagonized the union people and destroyed whatever good will had been built up after the strike.

Our agreement with our employees includes a promise not to discriminate against union men. Our employees have a little confidence that we will carry out this promise in good faith and they are watching for every indication of bad faith on our part. If they discover ultimately that we are carrying out this promise, I am sure that one of the greatest obstacles in the way of regaining their confidence and loyalty will be removed.

¹ Section 7, ruling of board of arbitration, May 29, 1911.

Therefore I suggest that it should be a policy of the firm to avoid even the appearance of bad faith in this matter. This does not mean that we should discharge nobody, but that we should discharge persons only for a good cause. Necessarily, the determination of the cause must be left with the foreman. I suggest that whenever the foreman has found it necessary to discharge anyone that he be required to make a written report to me containing a definite statement as to the cause of such discharge. The effect of such an order, I believe, would be to make the foreman more careful in discharging and will require him to formulate in his own mind a definite reason for such discharges so that he can be prepared to make an acceptable report. If a discharge is made simply because the foreman is excited and angry he will find difficulty later in making a good case, and will find it better to stop and think for a few minutes before he acts.

THE SUSPENSION SYSTEM.

So long as the foreman was unrestricted in the exercise of the power of absolute discharge, the work of the labor complaint department and the arbitrators in adjusting differences was exceedingly difficult, not only because it was found to be almost impossible in any given case to determine exactly what were the facts, but also because of the evil consequences as regards discipline certain to follow any overruling of the action of a foreman which resulted in putting back under his direction a worker whom he had once discharged. This difficult problem was solved finally by adopting a suspension system, under which the employee was given the right to ask for an investigation and hearing before his discharge became official.

The suspension system as it has developed has relieved foremen of a responsibility which many of them were inclined to shirk, and has made it easy for a foreman to take such action as he deems proper in any case, since it is understood that his decision is provisional, and that the responsibility rests ultimately with the labor complaint department.

Suspension has been used not only as a means of preventing indiscriminate and unjust discharges, but also as a means of enabling foremen to maintain discipline in the shops. When an infraction of rules or a failure to meet the requirements of good work is not serious enough to justify a discharge, the foreman may suspend a worker. The keeping of a complaint book and the fear which the workers have of getting a record in the book operate as a strong stimulus to good behavior and provide a ready discipline for minor offenses.

Since the development of the suspension system a marked change has taken place in the attitude of foremen and examiners toward the workers. Realizing that any action of theirs may be investigated, foremen and examiners are now careful not to do anything which may subject them subsequently to unfavorable criticism. The carefulness of the foremen in this respect is so great that they frequently,

in order to forestall criticism, call upon the labor complaint department for advice, even on comparatively trivial matters. This systematic exercise of caution in the matter of discharge constitutes one of the most striking contrasts found when conditions obtaining in the shops to-day are compared with the conditions which obtained under the old system of individual bargaining.

The exercise of proper authority by foremen and examiners has under the new policy become easier and has largely ceased to be the occasion of serious friction, because the final responsibility for any decision involving the discipline or quality of work in the shop has been put on the labor complaint department. Before the institution of the present system foremen were frequently unable to enforce an order without causing a "stoppage of work," and in the fear of causing such a stoppage allowed their orders to be disregarded. Under the present system if their orders are not obeyed, they have only to call upon the labor complaint department to enforce them, without taking any responsibility for the consequences. The fact that controversies between the foremen and the workers are now by mutual consent referred to a fair tribunal of arbitrators for settlement lessens, to a very considerable extent, friction in the enforcement of discipline.

The following is a copy of the form used in giving notice of suspension:

SUSPENSION NOTICE.

_____, 19—.

Shop or factory ____.

M_____; pay roll No. ____; occupation ____; is suspended from his position and excluded from the shop until the case is investigated and adjusted by Mr. Howard, main building, northwest corner of Franklin and Monroe Streets. Cases will be heard daily at 11 a. m. and 2.30 p. m. Suspension becomes permanent if this notice is not presented within two days from date.

Reason for suspension ____.

_____,
Foreman.

This is not a discharge.

LIMITATION UPON THE RIGHT OF THE COMPANY TO DISCHARGE.

As has been noted, the company made no concession in the agreement of 1911 as regards the exercise of its right to discharge, other than that which was implied in its promise not to discriminate against union employees. Under the agreement of 1913, however, the company's right to discharge is specifically limited by the following restrictions:

- (a) Workers must not be discharged for union activity.

(b) Sufficient reason must be shown why the worker should be discharged. Every discharge is subject to the review of the trade board. The decision of the trade board may be appealed from to the board of arbitration.

The records of cases which have arisen under these provisions, and have in accordance with the policy adopted by the company been referred to its labor complaint department, show that the company has, in fact, exercised its right of discharge very cautiously. As has been explained, foremen are no longer allowed to exercise the right of discharge. They may suspend a worker after a sufficient number of warnings have been given. The suspended worker is generally referred to the head of the labor complaint department, who is the only official empowered to make a suspension permanent—empowered, that is to say, to discharge an employee.

During the 18 months from January, 1913, to June, 1914, 445 suspensions were made in the 34 factories of the company. Of these, 265 workers, or 59.6 per cent, were subsequently reinstated by the company itself.

In 94 cases only, constituting 21.1 per cent, or a little over one-fifth, of the total number of suspensions, were the men discharged, and in more than one-half of these 94 cases the discharged employees were subsequently reinstated by the trade board, on appeal from the decision of the company's labor complaint department. Taking into consideration the fact that the average number employed by the company during the year is over 6,000, the number of discharges under the Hart, Schaffner & Marx collective agreement has been exceedingly small and probably does not exceed the number required to preserve discipline and order in a factory of that size.

In the following table is shown the number and disposition of the 445 suspension cases arising during the period from January 1, 1913, to June 30, 1914.

NUMBER AND DISPOSITION OF SUSPENSION CASES FROM JAN. 1, 1913, TO JUNE 30, 1914.

Shops.	Suspensions.		Disposition by labor complaint department.					
	Number.	Per cent.	Discharged.		Reinstated.		Unrecorded.	
			Number.	Per cent.	Number.	Per cent.	Number.	Per cent.
Coat shops.....	348	78.2	70	20.1	205	58.9	73	21.0
Vest shops.....	40	9.0	5	12.5	32	80.0	3	7.5
Trousers shops.....	57	12.8	19	33.3	23	49.1	10	17.5
Total.....	445	100.0	94	21.1	265	59.6	86	19.3

It will be apparent from the foregoing account that the regulation of the power of discharge is far more comprehensive and adequate under the agreement of March 29, 1913, than it was under the agreement of 1911. According to section 7 of the agreement of 1913—

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

Under this provision a number of cases have been brought before the trade board on appeal, and it is generally conceded that the spirit shown by the board, as well as the general policies followed by it in the adjustment of cases of this kind, has been such as to inspire full confidence in its fairness. The following cases, which constitute approximately one-third of the total number of cases of this sort that have been adjusted by the board, have been selected as typical and as illustrating the more important principles observed by the board in determining whether or not, in specific instances, a discharge is warranted.

DECISIONS OF THE TRADE BOARD.

JUNE 25, 1913.

CASE No. 11.—Petition for reinstatement of _____, a discharged seamer from pants shops K-3. Granted.

Board holds that the evidence submitted was insufficient to justify the board in confirming the discharge.

JULY 12, 1913.

CASE No. 18.—Petition of _____, a discharged cutter, for reinstatement.

_____ was discharged on the ground that he was insubordinate, used loud and profane language while talking to his foreman, thereby disturbing the good order of the cutting room.

The board holds that the charge of insubordination was not clearly proven, and that the evidence for profane talking related only to one instance. There was evidence, and _____ himself admitted, that he talked loud and was excitable. Taking into consideration the fact that _____ has been employed by the firm for five years, and that he is a good workman, the board believes that he would be sufficiently punished by a suspension of two weeks. It accordingly orders that _____ be reinstated as an employee, and that he begin work Monday, July 28. It is understood that these two weeks shall not count his lay off.

AUGUST 2, 1913.

CASE No. 25.—Petition of _____, a discharged second baster of shop 34, for reinstatement. Denied.

The trade board holds that the evidence of inefficiency was sufficient to justify the discharge.

AUGUST 12, 1913.

CASE No. 33.—Petition of _____, a discharged armhole presser, for reinstatement.

The board holds that the evidence against _____ is not sufficient to justify his discharge and orders him to be reengaged in such shop or factory as may be arranged by consultation with the deputies.

In view of the fact that there was some evidence to show that _____ was creating some dissension among the other workers, it was agreed that he should suffer the loss of wages as a fine during the period between his suspension and reinstatement.¹

AUGUST 26, 1913.

CASE No. —.—Petition of _____, a discharged edge baster of shop A, for reinstatement. Granted.

The petition is granted out of consideration of the long services of the discharged and the absence of any intention to embarrass the work of the shop by failure to report her absence. The loss of time will serve as a warning and notice to herself and her associates.

JULY 9, 1912.

CASE No. 50.—In re discharge of _____, a cutter.

The board finds that _____ was guilty of violating the rules of the cutting room and of wasting cloth, in that he did not call the attention of the foreman to the amount of cloth he had left at the time of cutting the last lay. Whether the mutilation of the cloth was deliberate is not proven beyond any reasonable doubt, in the opinion of the chairman, though the weight of the evidence inclines that way. The discharge of _____ was therefore well grounded.

In view of the fact, however, that _____ has been in the employ of the house for over six years, and that he appears to have no specially bad reputation for inefficiency, the chairman recommends that _____ be reengaged after he has had one week's lay off. The chairman believes that the loss of one week's wages will be a severe and sufficient caution against a repetition of this or a similar offense. To guard against the impression that _____ has been reinstated by order of the board with back pay and without any censure, the chairman requests _____, deputy for the cutters, to read this decision at the meeting of the cutters.

AUGUST 20, 1912.

CASE No. 73.—In re petition to reinstate _____, _____, and _____, discharged vest makers.

The petition is granted and these three discharged employees are ordered to report for work next Friday morning. The grounds for this decision are found in the circumstances attending the discharges of these employees which give support to the contention that they were discriminated against. The circumstances referred to are these:

First. The putting into effect of specifications without definitely notifying the representatives of the workers on the committee on prices that a lay off of the workers was involved in the specifications.

¹ Subsequently transferred to factory C.

Second. The discharge of witnesses who have recently appeared before the board pending a decision of the case in which they had appeared. Since the appeal of the decision of the board in this case (————) these witnesses have been reinstated.

Third. These three discharged employees have been employees of the firm for from two to three years. Employees of shorter duration of service have been retained while these three were discharged. The evidence before the board is not sufficient to justify the preference that has been shown for the employees that were retained.

APRIL 24, 1914.

CASE No. 81.—In re petition of ———, a canvas presser, for reinstatement.

The evidence in this case showed that a good many complaints had been lodged against ———, and that he had been once suspended for five days for having too hot an iron. The present discharge was due to the fact that he pressed the canvas in three times instead of five as ordered by the foreman.

The superintendent of the shop stated that if he had known all of the circumstances of the first suspension he would not have suspended him, and that he suspended him the second time in order to bring the question of three or five time pressing to an issue for decision.

In view of the evidence the trade board rules that the best interest of both the firm and the people will be met by reinstating ——— to his position without back pay.

MAY 1, 1914.

CASE No. 85.—In re petition of ———, a bushelman, for reinstatement.

The people contend that ——— was improperly discharged, as the discharge occurred during the slack season, while the agreement specified that work shall be divided as equally as possible. The firm contends that ——— was inefficient, purposely delaying work, as he stated to his coworker in the section; and there was not sufficient work for the two men.

The contention of the firm that ——— was an inefficient worker, or that he was less efficient than his coworker, was not supported by the evidence. The coworker denies that ——— cautioned him against doing too much or working too fast, though he did hear of such reports from other workers. Moreover, ——— has been drawing \$15.40 a week as against \$14 paid B——.

It was suggested that ——— be given work in some other section and some arrangement of this sort has already been entered into tentatively before this hearing.

The board orders ——— to return to his section as bushelman and that he be formally reinstated in his place with three days' back pay.

DECEMBER 4, 1912.

CASE No. 153.—In re petition of ———, a discharged coat maker, for reinstatement.

———— was discharged on the ground that he was insubordinate, in that he refused to obey the foreman's orders to sew patch pockets at the regular piecework rate at a time when he had no work in his own section, that of welt making.

———— contends that he was within his right when he refused to do the work, as he is not required as a welt maker to sew patch pockets, which is

a different though similar operation. He contends that his action was sanctioned by the common and accepted practice in the shops where the people use their option as to whether they will do work which is not included in their own operation.

In support of his contention he produced testimony to show that only recently the flap makers in the same factory refused to sew patch pockets at a time when they had no work in their own section, and that they were given a pass and permitted to go home. The flap maker who testified to these facts also stated that he had been asked by the superintendent of the factory to make patch pockets and had refused, without any reprimand, suspension, or discharge.

Although much further evidence was heard pro and con on the common practice in the shops, the board does not wish to pass on the main question in this case at this time and does not wish its decision to be taken as a precedent.

The board therefore orders that _____ return to his place of work Thursday morning, and that if occasion arises where the foreman orders him to make patch pockets that he obey the order, and if he then feels aggrieved he may present further complaint.

CASE No. 158.—In re petition for reinstatement of _____, a pants maker.

In this case the firm contended that _____ was not discharged, but left his place of work and did not return in time to hold his position under the terms of the agreement, further that he had been unsteady at his work because of bad personal habits, and for these reasons did not wish to reengage him.

The people contended that _____ had been informed by the messenger he sent to the shop that he would not be needed and considered himself discharged. He denied that his previous absences were due to bad habits.

On the initiative of the representatives of the firm it was agreed that the board would order the reinstatement of _____ and that he should be called before the board and informed that this decision meant another chance for him to make good and to caution him as to his conduct.

MARCH 20, 1913.

CASE No. —.—In re petition of A, a discharged "rusher," for reinstatement.

The people contended that A was discharged because of his activity as a union man, particularly because of a radical speech he made Sunday afternoon, March 16, at the mass meeting at Hod Carriers' Hall. They deny that he was an incompetent or inefficient workman.

The firm contends that A was discharged because of inefficiency and that the discharge was not due to his speech on Sunday, as it was determined upon before that event.

In favor of the contention of the people is the following evidence:

1. A has been employed as a "rusher" by the firm for five and one-half years.

2. About six or eight months ago the foreman of shop 34 asked for a good rusher from the pants shop and A was sent.

3. Some two or three months after his transfer to shop 34 his wages were raised from \$13 to \$15 a week.

4. A admits that sometimes the rush lots did not get through on time but lays the blame chiefly on conditions in the shop, the fact "specials" had the right of way and that tailors did not get out the work. No complaint slips or records were produced against him.

5. A claims that the foreman, Mr. B. cautioned him about his union activity and advised him that he was not consulting his own best interests, and that he would get on better if he "worked" for him (B). B admits that he talked to A about his activity as a union man.

6. A had no intimation that he was to be discharged until the Monday morning following the Sunday's mass meeting. When he came to work Monday morning he was met at the entrance by B and told that the firm had no further use for his services. He was not permitted to go upstairs, but was given a note to report to the general office for his time. B admits that while he had reprimanded A because the lots were not coming out on time, he had never warned him that his position was in jeopardy.

In support of the contention of the firm is the following evidence:

1. B testifies that he had contemplated engaging someone in A's place as long as two or three months ago; that he had talked about a change with C, general superintendent; that last week he had secured a man, a former employee in shop 4, whom he knew; that after trial for a couple of days on "specials" he decided on Saturday to put this man in A's place; that he spoke to C about it on Saturday, who concurred in the decision; that he did not notify A of the proposed change and resultant discharge on Saturday, as he waited until the closing hour and then found A had left the shop a little before 1; that Monday morning he met him downstairs and informed him of his discharge.

2. This testimony, so far as it related to C, was corroborated by him in his testimony.

While the chairman finds in the evidence sufficient testimony to give color to the charge of the people that A is a victim of discrimination, and that his discharge was timed and carried out so as to intimidate the people at the outset of their voting on the advisability of a strike, the chairman holds that the evidence of the firm's witnesses disproves the charge of discrimination. In view of the testimony of B and C the chairman must regard the discharge following the speech simply as an exceedingly unfortunate coincidence, the effect of which upon the people in arousing their suspicion and antagonism could not be greater if it were designed and is especially deplorable at this time.

Admitting, however, the force and validity of the firm's testimony on this point, the chairman also holds that no sufficient evidence was produced before the board to justify the discharge of A. Aside from the general accusation of inefficiency by B, no specific facts or records were placed in evidence against what appears to be an efficient record for five years.

In view of this fact and in view of all the circumstances surrounding this case, the chairman believes that in the interest of fair dealing, A should be reinstated either in his former position, or in some other of equal advantage. The board therefore orders that he report for work Monday morning, March 24, without back pay.

WAGES IN THE CUTTING DEPARTMENT, 1910 TO 1914.

Under section (a), still in force, of the original agreement of 1911, the compensation for cutting was to be determined in accordance with the following provision:

The minimum to be paid to any cutter shall be \$8 per week, and the scale of wages to be paid to cutters shall be at the rate of 50 cents per cut.

Thus the earnings of cutters are determined in each individual case by the amount of work done, and a cutter automatically receives wages proportioned to his capacity, as measured by the number of cuts he succeeds in turning out. If his output decreases, his earnings are correspondingly diminished.

The basis of computing individual productivity in the cutting department is the average output for a period of at least three weeks; if the cutter can prove to the satisfaction of the firm that the reduction in his output is due to causes for which he is not responsible, his rate is not reduced. Cutters can appeal from the decision of the company to the trade board. In many instances the original rate is restored.

As a whole, this system has worked well and to the satisfaction of all the parties concerned.

The records of the firm, for the period of January 1, 1913, to June 1, 1914, show 832 automatic increases of \$1 per week each, and 74 reductions of \$1 per week each. Of the latter a considerable number have been restored by the trade board.

An inspection of individual records shows that many cutters increased their rates from \$18 to \$25 or \$26 within the short period of approximately one year.

The following table, based upon the records of the cutting department, show the changes that have taken place in the weekly rates of cutters since 1910. Cutters earning less than \$18 have been eliminated from this tabulation on the supposition that men earning less than this amount are not as yet full-fledged journeymen, but are rather learners who are still acquiring skill, and whose increase in earning capacity, since it represents in part an increased efficiency and the acquirement of technique, can not be wholly attributed to any change in the method of remuneration.

It is shown in detail in the table that of the total number of cutters employed, the proportion earning between \$18 and \$25.99 per week decreased from 88.1 per cent in 1910 to less than half of that percentage, 41.2 per cent, in 1914. During the same period the percentage earning between \$26 and \$33.99 per week increased from 11.9 per cent in 1910 to 53.6 per cent in 1914, the proportion in 1914 being almost five times as great as in 1910. While in 1910 none of the cutters earned \$34 or over per week, in 1914, 5.2 per cent of all the cutters employed were earning wages of this amount. In 1910 only 20 of the 168 cutters employed earned \$26 or more per week and none were earning more than \$34; in June, 1914, 90 of the 153 cutters employed were earning \$26 or more, and of these 90, 8 were earning \$34 or more.

Since the earnings of cutters, under the system in operation, are determined absolutely by individual productivity, it would seem

clear that the present method of remuneration for cutting, which has been established through collective bargaining, has proved itself to be exceedingly profitable to the workers as well as to the company.

NUMBER AND PER CENT OF CUTTERS EARNING EACH CLASSIFIED WEEKLY AMOUNT IN 1910, 1913, AND 1914.

Weekly earnings.	Before strike, 1910.		February, 1913.		June, 1914.	
	Number.	Per cent.	Number.	Per cent.	Number.	Per cent.
\$18 to \$21.99.....	80	47.6	18	10.7	10	6.5
\$22 to \$25.99.....	68	40.5	73	43.4	53	34.6
\$26 to \$29.99.....	18	10.7	51	30.4	55	35.9
\$30 to \$33.99.....	2	1.2	22	13.1	27	17.6
\$34 and over.....			4	2.4	8	5.2
Total.....	168	100.0	168	100.0	153	100.0

ALLOWANCES.—In the determination of rates for cutters, the fixing of “allowances,” so called, for unavoidable losses of time, has caused and still causes considerable embarrassment.

At the suggestion of the company the following method of adjusting rates to cover allowances has been adopted. There is a special committee—committee on cutters—made up of one representative of the company and one representative of the cutters’ union. The function of this committee is to investigate the records of individual cutters that fall below the standard. If the reduced output of the individual is due to losses of time which can not be attributed to personal negligence, carelessness, or incompetency, his rate of wages is not reduced.

FIXING OF PRICES UNDER THE LABOR AGREEMENT.

As all the manufacturing of the firm is done on a piece-rate basis, the matter of satisfactorily settling prices for work is of supreme importance, since, in the nature of the industry, changes in the character of the work are necessarily of frequent occurrence. About one-third of all the disputes that have arisen under the agreement have arisen out of this necessity for fixing prices on new work so as to maintain rates.¹

Generally speaking, prices are fixed by a committee consisting of an equal number of representatives of the company and of the employees. If necessary in any given case, an actual test is made to determine the amount of labor required. If the price committee can reach no agreement the matter is referred to the trade board, the decision of the board in such cases being final. The trade board fixes prices under conditions laid down by the board of arbitration,

¹ Grievances of this sort usually come under the following classifications: Additional work not specified in the price required, or prices too low; and Disputes in price making.

viz, prices, "as far as practicable, must be uniform in all the shops of the firm and no increase in price can be granted unless it is shown that there is a corresponding increase in the work."

The following nine cases have been selected in order to show specifically how this important problem has been handled by the trade board:

DECISIONS OF THE TRADE BOARD.

JUNE 21, 1912.

CASE No. 26.—In re pressers of trousers legs.

That trouser pressers be granted an increase of one-fourth of a cent additional where they are required to press the trousers on four sides. It is understood that if it is found feasible to adjust the pressing board so that trousers may be pressed on three sides, the increase of one-fourth of a cent shall not be granted.

JUNE 27, 1912.

CASE No. 35.—In re shoulder stretchers in all vest shops.

That 5 cents per hundred be added to the present price. This order to take effect from the date of filing the complaint.

AUGUST 12, 1912.

CASE No. 40.—In re petition of the brushers in factory H.

Vest shops to be relieved of putting statements in vests.

The petition is granted and the relief as requested is ordered into effect from date of this decision.

JUNE 25, 1912.

CASE No. 2-B.—Petition of _____, a vest maker, for an increase on "Specials," on the ground that it requires more time for him to write the numbers in those lots, as there is only one garment in each lot.

The board holds that there is not sufficient ground for the complaint, as the additional work involved is so slight as not to justify an increase in the price.

JUNE 25, 1912.

CASE No. 22.—In re price of seaming, including waistbands.

In view of the report of the committee, Mr. _____ and Mr. _____, it was ordered that the rate for the operation of sewing seams, including adjustable waistbands, shall be 12 per cent higher than the present rate (\$5.17), this rate to be in effect from date of the change of operation. It is understood that a change in the work will be made so that the operation will be \$4.95 per hundred provisionally; prices and specifications to be submitted in writing.¹

AUGUST 26, 1913.

CASE No. 21.—In re petition of the offpressers in factory B against the present system of examining.

The offpressers claim that they are losing time by the present method of examining which requires them to bring the coat to the examiner and wait until he has examined it. They claim further that this is an innovation and was not the system formerly in use in the shops; that formerly they placed the coats on chairs or hangers pending examination.

The weight of the evidence in this case in the judgment of the board is in favor of the contention of the people.

¹ Back pay of 12 per cent on all adjustable waistbands at \$5.17, ordered by the firm on July 9.

The board rules accordingly that the following arrangement shall be made: Operatives are to bring their coats as at present to the examiner. If the examiner is not engaged he will examine the coat at once. If the examiner is absent or engaged, chairs or hangers are to be provided so that the operative may leave the coat and get a fresh one so as not to lose time.

The board believes that this is a fair and reasonable adjustment of the difficulty.

OCTOBER 11, 1913.

CASE No. 36.—In re petition of the first basters, coat shops, that the company is requiring a higher standard of work than formerly, particularly that the stitch has been shortened.

The trade board finds from the evidence that the stitch required by the specifications is 1 inch and consequently rules that this length of stitch may be required by the company.

NOVEMBER 20, 1913.

CASE No. 12.—In re petition of _____ and _____ and _____, brushers and examiners in the vest shops, for an adjustment of their rates of wages.

These petitioners claim that since the brushing and examining were combined they have been losing on the week-work rate from \$1 to \$2 per week. They ask for an adjustment of the week-work rate on the basis of the former piecework rate of 82½ cents per 100.

From statistics covering the production of these men for 10 weeks preceding October 30, 1913, the earnings of these men, if reckoned on the former piecework basis, would be as follows:

A _____: Total garments, 18,048; in total hours, 442; average production per hour, 40 garments; average earnings per hour at 82½ cents, 33 cents; total average earnings per week of 52 hours, \$17.16.

B _____: Total garments, 18,509; in hours, 591; average production per hour, 31 garments; average earnings per hour, 25.57 cents; total average earnings per week of 52 hours, \$13.29.

C _____: Total garments, 18,494; in hours, 581; average production per hour, 32 garments; average earnings per hour, 26.4 cents; average earnings per week of 52 hours, \$13.72.

The above ratings do not take any account of the examining and busheling required in the combined operation. If \$1 a week be added for examining, that would seem a modest estimate, the petitioners should be receiving weekly rates as follows:

A	\$18. 00
B	14. 50
C	15. 00

The board orders that the petitioners be paid at the above rates from this date.

The following order of the firm shows how this decree has been carried out:

ORDER TO SUPERINTENDENT OF VEST SHOPS FROM TRADE BOARD.

Beginning November 20 you will pay the brusher-examiners, named below, the weekly rates set opposite their names:

A	\$18. 00
B	14. 50
C	15. 00

August 12, 1913.

In re petition of the pocket makers in factory K against a change of work whereby they are required to notch the pockets themselves.

The pockets had formerly been notched by the pocket facers; but two weeks ago it was changed from that section to the pocket-making section on the ground that the amount of work required by the change was so slight as not to interfere with the work of the pocket makers and would make for better workmanship on their part.

On examination of the actual operation and taking of testimony in the shop, the board grants the petition of the pocket makers, and orders that the operation be performed as formerly.

ALLOWANCES FOR EMPLOYEES EARNING LESS THAN THE PRESCRIBED MINIMUM RATES.

By a decision of the board of arbitration, dated March 13, 1911, the following minimum weekly rates of wages were established:

No employee shall receive less than \$5 per week, and no male employee above the age of 17 shall receive less than \$6 per week, and no male employee above the age of 18 shall receive less than \$8 per week. (Sec. 3.)

The minimum to be paid to any cutter shall be \$8 per week. (Sec. 3a.)

As to all machine operators, sleeve-lining cutters, lining cutters, canvas and haircloth cutters, and trimmers on lay, the minimum rate shall be \$8 per week. (Sec. 3c.)

As to examiners there shall be a minimum rate of \$15 per week. (Sec. 3d.)

Section 5 of the decision of the board of arbitration, dated March 29, 1913, amended these quoted provisions as follows:

The minimum-wage scale of the old agreement shall remain in force, except as follows: Machine operators in tailor shops (except sergers, sleeve operators, and pad makers) shall for the first three months of service receive not less than \$5 a week, and not less than \$8 a week thereafter. Women in needle sections shall receive not less than \$5 a week for the first three months, and not less than \$6 a week thereafter.

The minimum wage applies to week workers as well as to workers paid by the piece. In either case the full minimum wage is paid for a full week of 52 hours of work, the amount paid being proportionately less if the hours worked during the specific week are less than 52. If, for example, the person in question has worked only 26 hours, the amount paid under the minimum-wage provision is exactly half of the minimum prescribed for a full week's work.

All employees on piecework operations are required to account for their work according to whatever method of tallying is used in the shop where they are employed, whether by piecework tickets written by themselves, cards that are punched by clerks or inspectors, cou-

pons detached by the employees themselves, or other means. From these records, supplemented by time sheets, the pay rolls are prepared, displaying the employee's time, occupation, rate, and, then, in a separate column, the amount necessary to raise these earnings to the minimum guaranteed.

A weekly list of all employees receiving allowances is prepared from the pay roll while the latter is in process of completion, and is forwarded to the heads of the manufacturing and of the labor complaint departments and to the foremen of specific shops. This report shows the employee's number, occupation, minimum weekly rate, hours actually worked, amount allowed, and also, by the side of the current weekly allowances, the allowances, if any, made to the same employee in preceding weeks.

The effect of these allowances upon the cost of the finished garments is considered to be insignificant, the loss or expense incurred by allowances at no time having become, in fact, an appreciable factor in the cost of production.

EQUAL DISTRIBUTION OF WORK.

On account of the seasonal character of the industry it becomes necessary during the slack season to diminish the working force by about one-half. The manner in which this has been accomplished in past seasons has been a source of much complaint among the workers.

The arbitration committee after considering this question has ruled that "during the slack season the work shall be divided as equally as practicable among all hands." It is understood that the workers covered by this ruling include only regular employees, and that as such they can not under the agreement be discharged during the slack season. It is understood, furthermore, that this provision shall not be so interpreted as in any way to regulate the number of people to be given work during the busy seasons.

The method adopted to regulate the distribution of work so as to provide as nearly as possible an equal share of work for all employees is to issue "lay-off" notices at the beginning of the slack season to a sufficient number of employees, by week-at-a-time quotas, to insure work for full time to the remaining employees. The working efficiency of the factory is thereby maintained. As the slack season progresses the "lay off" increases, so that at the "slackest time" the "lay off" becomes a two-weeks period.

The common method employed prior to the strike was to compel employees to report each day, whether there was work or not, and to remain in the factory during the regular working hours. These unfair requirements have been entirely discontinued, and the very great benefits of the new method are conferred without any economic loss whatever to the company.

The following, an order issued by the firm, shows how these "lay offs" are carried out:

TO ALL SUPERINTENDENTS AND FOREMEN.

Whenever a regular lay-off notice is given with a definite date for return, the employee is entitled to work for at least a week after the date of return. Foremen are not permitted to give lay-off notices when it is necessary to discharge employees. The excuse that "they have discovered during the man's absence that they do not need him at all" is not sufficient—they should have known it before the man was laid off.

MARCH 26, 1913.

The following is a copy of the lay-off notice:

LAY-OFF NOTICE.

_____, 191—.

M_____:

On account of lack of work you are laid off at the close of work _____, 191—. You are to report to the foreman on _____, 191—, who will re-instate you in your position if the quantity of work coming to the shop justifies it. So far as possible during the slack season the work will be divided equally among the old employees. Failure to report within two days of the return date given above will forfeit your position.

HART, SCHAFFNER & MARX,
_____, Foreman.

_____,
Countersigned.

FUNCTION OF THE SHOP CHAIRMAN.

Originally, under the agreement of 1911, no specific recognition of the union was conceded by the company. With reference to grievances it was understood that the company was to create a grievance department where each employee might present his or her grievances. To help those who were unable to speak the English language, it was specified that any employee might register a complaint through a fellow worker.

Subsequently the trade board, in case No. 148, interpreted the "fellow worker" to be the shop chairman, who was in fact the official representative of the union in the shop.

A little later, in case No. 35, adjudicated on September 5, 1913, the rights and powers of this representative of the union were defined.

The development of the function of the shop chairman, in accordance with the decisions in the cases cited, is a specific instance of the tendency, which has been manifested generally in administering the agreement, to develop important principles of policy incidentally, and to formulate an industrial code of rules based upon precedents. This industrial code as it has developed has greatly facilitated the adjustment of grievances.

The following are the two decisions defining the function of the shop chairman:

DECISIONS OF THE TRADE BOARD.

CASE NO. 148.

JANUARY 8, 1913.

NATURE OF GRIEVANCES:

This is a complaint by the people that the firm is violating the agreement in that it is forbidding the employees from taking up complaints with individual fellow workers, which the people claim is granted by the agreement as follows: Section 4 of the decision of the arbitrators: "As to any future grievances, the firm of Hart, Schaffner & Marx shall establish some method of handling such grievances through some person or persons in its employ, and any employee, either himself or by any individual fellow worker, shall have the right to present any grievance at any reasonable time, and such grievance shall be promptly considered by the person or persons appointed by said firm," etc.

CONTENTION OF THE PEOPLE:

The people contend that this section gives an individual fellow worker in the shop the right to take up any complaint with an individual during working hours, and that for the firm to prohibit the exercise of this right is to violate the agreement; they contend further that they have hitherto exercised this right and the prohibition of this activity will result in widespread distrust by the people in the efficiency of the agreement, as they believe that the exercise of this right is granted and sanctioned by the agreement.

CONTENTION OF THE FIRM:

The firm contends that the aforesaid section does not give the employee the right to present complaints to his fellow worker during working hours and while the shop is in operation, but that he may consult with the individual fellow worker on his own time and out of working hours; the firm contends that to permit the employee to bring complaints to the individual fellow worker destroys the discipline of the shop as it diminishes the control of the foreman over the operatives.

ISSUES INVOLVED:

The question at issue is whether the agreement permits an employee to take up with an individual fellow worker a complaint during working hours and while the shop is in operation.

DECISION:

On the question of the time when an employee may consult with a fellow worker regarding a complaint, the agreement makes no declaration. The agreement does provide that where any employee, either by himself or by an individual fellow worker, decides to bring a grievance to the attention of the firm, he must present the grievance at a reasonable time, but as to when he may confer with an individual fellow worker about the complaint which has become a grievance, nothing is said in the agreement.

Inasmuch as the agreement is silent on the matter at issue a decision must rest on the most reasonable interpretation of the intention of the agreement and of the circumstances of shop operation.

It is clearly intended and declared by the agreement that an employee may elect to present a grievance by a fellow worker rather than by himself. It will not be denied that an employee may bring a complaint to the representative of the firm during working hours. But under the agreement he

may choose to make such complaint by a fellow worker rather than by himself. In this case the agreement confers upon the fellow worker all of the rights of making and adjusting the complaint that it lodged in the employee. The employee is entitled to place his representative—the individual fellow worker—in full possession of the facts of his complaint. The question arises when he may do this. The firm contends he may only do it outside of working hours. If the contention of the firm were correct the employee could take up a complaint directly and immediately, if presented by himself, whereas if he chose to present it by a fellow worker he could only present it after delay sufficient to afford him opportunity to give the facts to his representative. In the judgment of the chairman no such distinction between presenting a complaint by an employee or by the individual fellow worker is contemplated or contained in the agreement.

Moreover it is conceivable that such a delay might work to the disadvantage of the employee where he preferred to present his complaint by a fellow worker. As an employee he could take up the complaint immediately while the facts were fresh; as represented by a fellow worker the complaint could only be taken up after the contingent circumstances were passed.

Assume, for instance, that the complaint arises from the criticism of the workmanship of an operative. If the criticism is going to be brought to the attention of a fellow worker, at what time can it be brought so effectively, either for the justification or elimination of the complaint, as at the time when the garment is at hand and the facts may be known to all concerned?

Both because he believes it is in accord with the intention of the agreement and the most reasonable arrangement in relation to shop operation, the chairman rules that the agreement does permit the employee to take up a complaint with an individual fellow worker during working hours and while the shop is in operation.

CASE NO. 35.

SEPTEMBER 5, 1913.

Petition of _____ for redress of grievances: Particularly in regard to his rights as shop chairman and refusal of foreman to hold garments where bad workmanship was charged. He also charged discrimination by the foreman.

The points at issue in this case were two. (The board does not give weight to the charge of discrimination.)

1. What are rights of the shop chairman in regard to dealing with complaints?

In case No. 148 under the former agreement the board decided that shop chairmen or "individual fellow workers" could take up complaints during working hours and on the premises of the firm, but the foreman was not required to recognize the shop chairman. He could refuse to discuss the complaint with him and refer it to customary channels for adjustment.

In the present case the question centers on whether, when an employee presents a complaint to an individual fellow worker (shop chairman) the individual fellow worker has the right to go to the place of work of the complainant and investigate the complaint. The firm contends that he has not this right and that the exercise of it will seriously interfere with shop discipline. The people contend that this is a right of the fellow worker and that it has been exercised continuously.

In the former decision the board indicated but did not explicitly state the steps that were to be pursued. On the immediate point it is difficult

to see how an individual fellow worker (shop chairman) can take up a complaint for an employee unless he has some opportunity to examine the work or circumstances out of which the complaint arises, and that if it is necessary for him to go to the employee's place of work in order to put himself in sufficient possession of the facts this would seem to be inherent in his right to take up the complaint. It is conceivable that after he has examined the complaint he may find no adequate basis for it or may smooth the matter over in some way so that no further steps are taken.

On this point, therefore, the board rules that the individual worker (shop chairman) has the right to go to the place of work of the employee where it is necessary for him to get full possession of the facts of the complaint. He may then take it up with the foreman, but the foreman is not required to discuss the complaint with him and may refer him to the other channels for adjusting complaints.

In this connection the board wishes to emphasize the need of expedition and courtesy on the part of the individual fellow worker when dealing with complaints. The individual fellow worker must not pass on the quality of the grievance—that is, he must not order an employee not to do the work on the ground that it is “all right” or passable. He must not enter into any argument with examiners or foreman. His duty is only to determine whether there is a complaint and whether it has any reasonable basis in fact. Beyond this the board does not think he has any duty to go. If the foreman refuses to take up the matter with him, he may then report it to the firm or his deputy, and a joint investigation can then be made.

2. The second point in the case is the question as to whether the worker may require his work to be held for examination where complaint has been made of the workmanship.

On this point the board rules that where it is convenient the entire lot should be held for investigation when the worker demands it. Where it is not convenient to hold the entire lot then a selection of the garments is to be made as follows: The worker or his representative may select a sample of the work that they think is passable; the representative of the firm may select a sample that he regards as evidence of the worst workmanship. These two samples will be presented to the board, if it becomes necessary, as evidence of the workmanship. This ruling does not apply to rush lots.

The shop chairman thus became the representative of the workers on the premises of the firm. Individual workers file their grievances with the chairman, who takes the matter up with the shop representative of the firm. If the chairman of the shop does not succeed in adjusting the matter, the grievances are brought (by the shop chairman) to the attention of the respective deputy. The deputy then takes the matter up with a representative of the labor complaint department of the firm.

SEASONAL FLUCTUATIONS OF EMPLOYMENT IN THE HART, SCHAFFNER & MARX FACTORIES, AS SHOWN BY WEEKLY PAY ROLLS, MAY 1, 1913, TO MAY 1, 1914.

ALL PRODUCTIVE LABOR.—Generally speaking, there are two busy and two slack periods in the men's clothing industry. In the year for which data are available the first busy period began in or about the last week of the month of May, extending over weeks 4 to 17,

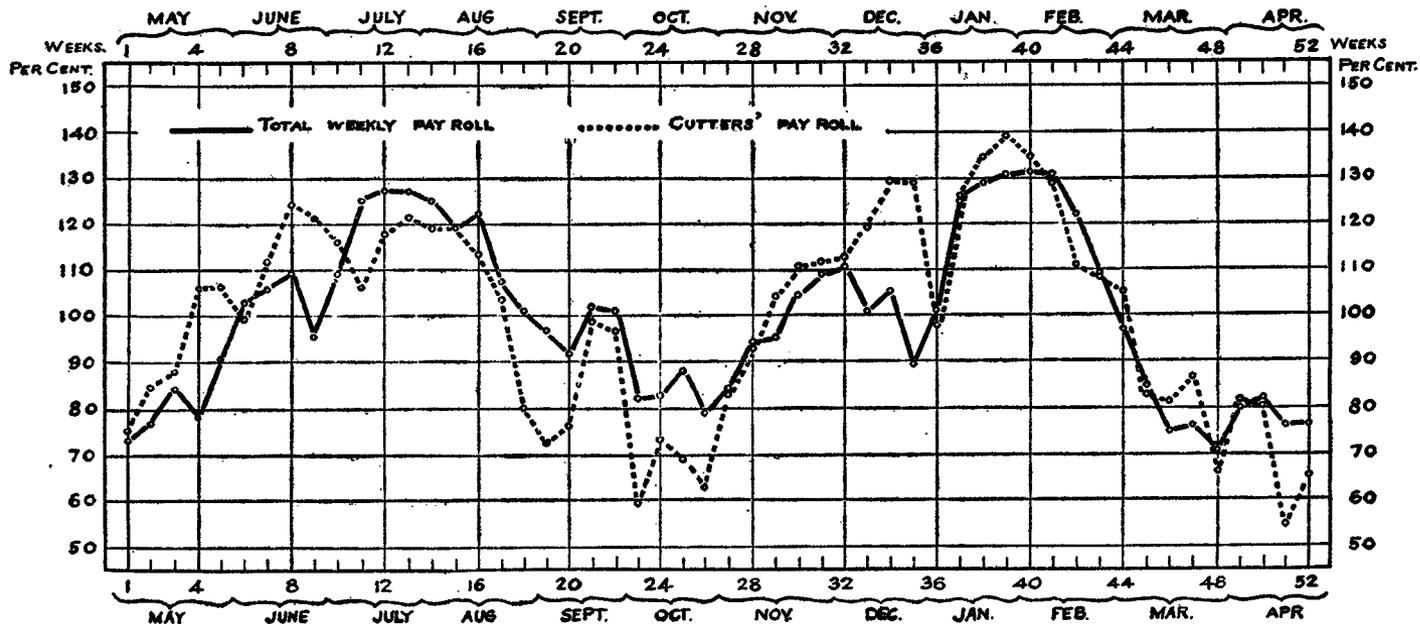
about three months. The peak of this period was in week 12, when the pay roll for all productive labor reached 127.3 per cent of the average weekly pay roll for the year. This period of relatively high manufacturing activity was followed by a comparatively dull period, extending over weeks 18 to 27, the lowest point reached during this period having occurred in week 26—79.4 per cent of the average pay roll for the year. In the twenty-seventh week employment began to increase, reaching the highest point of this busy season in week 40, when the pay roll climbed to 131.1 per cent of the average. The second dull season began in the forty-fifth week, lasting for about 12 or 13 weeks and reaching its lowest point—73.8 per cent of the average—in week 1. For the year as a whole the fluctuations in employment for the period under consideration were rather violent, 131.1 per cent of the average as the highest and 73.8 per cent of the average as the lowest of the period.

CUTTERS.—The same four seasonal periods described in the preceding section are to be found in the cutting occupation, as shown in the table and graphic chart which follow. In the cutting department, however, the major fluctuations of the year appear to be somewhat more violent, the lowest point being lower and the highest point somewhat higher than for all occupations.

FLUCTUATIONS OF EMPLOYMENT IN THE HART, SCHAFFNER & MARX FACTORY AS SHOWN BY WEEKLY PAY ROLLS, MAY 1, 1913, TO APR. 30, 1914.

Week number.	All occupations.		Cutters.		Week number.	All occupations.		Cutters.	
	Total weekly pay roll.	Per cent of average weekly pay roll.	Total weekly pay roll.	Per cent of average weekly pay roll.		Total weekly pay roll.	Per cent of average weekly pay roll.	Total weekly pay roll.	Per cent of average weekly pay roll.
1.....	\$44,200	73.8	\$5,099	75.6	28.....	\$57,284	94.6	\$6,986	92.7
2.....	46,657	77.0	6,365	84.5	29.....	58,002	95.7	7,572	104.5
3.....	51,254	84.6	6,025	87.9	30.....	63,257	104.4	8,316	110.4
4.....	47,574	78.5	7,959	105.6	31.....	66,295	109.4	8,417	111.7
5.....	54,817	90.5	7,977	105.9	32.....	66,837	110.3	8,496	112.8
6.....	61,934	102.2	7,481	99.3	33.....	60,996	100.7	9,016	119.7
7.....	63,979	105.6	8,429	111.9	34.....	63,979	105.6	9,788	129.9
8.....	66,447	109.7	9,404	124.8	35.....	54,338	89.7	9,778	129.8
9.....	57,733	95.3	9,128	121.1	36.....	61,327	101.2	7,369	97.8
10.....	66,397	109.6	8,751	116.1	37.....	76,455	126.2	9,475	125.8
11.....	75,733	125.1	7,986	106.0	38.....	78,310	129.3	10,131	134.5
12.....	77,104	127.3	8,924	118.4	39.....	79,165	130.7	10,505	139.4
13.....	77,108	127.3	9,150	121.4	40.....	79,438	131.1	10,151	134.7
14.....	75,731	125.0	8,965	119.0	41.....	79,234	130.8	9,736	129.2
15.....	72,522	119.7	8,999	119.4	42.....	73,916	122.0	8,342	110.7
16.....	73,913	122.0	8,566	113.7	43.....	66,359	109.5	8,183	108.6
17.....	65,330	107.8	7,758	103.0	44.....	59,018	97.4	7,934	105.3
18.....	61,131	100.9	6,025	80.0	45.....	51,699	85.3	6,231	82.7
19.....	58,602	96.7	5,430	72.1	46.....	45,970	75.9	6,146	81.6
20.....	55,551	91.7	5,735	76.1	47.....	46,206	76.3	6,478	86.8
21.....	61,660	101.8	7,428	98.6	48.....	42,730	70.6	4,932	66.1
22.....	61,003	100.7	7,273	96.5	49.....	48,470	80.0	6,145	81.6
23.....	49,721	82.1	4,460	59.2	50.....	49,673	82.0	6,059	80.6
24.....	50,140	82.8	5,506	73.1	51.....	46,192	76.2	4,938	54.0
25.....	53,355	88.0	5,246	69.6	52.....	46,383	76.6	4,899	65.0
26.....	48,107	79.4	4,724	62.7					
27.....	50,901	84.1	6,302	83.6					
					Total.	3,150,297	.....	391,798	.....

FLUCTUATIONS OF EMPLOYMENT IN THE HART, SCHAFFNER & MARX FACTORY, MAY 1, 1913, TO APR. 30, 1914.



PART II.—AGREEMENTS OF LABOR UNIONS WITH ASSOCIATIONS OF MANUFACTURERS.

SUMMARY.

The collective agreements described in Part II of this report prescribe the conditions of employment for approximately 70,000 workers engaged in the manufacture of men's and boys' clothing. Of these workers approximately 25,000 are employed in New York City and 45,000 in other localities. All of the agreements considered in this portion of the report, however, except three, relate to establishments located in New York City. The New York City agreements cover in the aggregate approximately one-third of the total number of workers engaged in the manufacture of men's and boys' clothing in that city. One of the remaining agreements—that with the Union-Made Garment Manufacturers of America—involves about 30,000 people employed in 91 cities, located in 27 States and in Canada. With few exceptions these agreements originated in the years 1910 to 1913, the period during which the methods of collective bargaining were extensively introduced in the clothing trades of the country.

Although all of these agreements, except two, have been made with organizations of garment workers affiliated with the United Garment Workers of America, the extent of recognition accorded the various organizations by the respective employers varies. Four of the agreements provide for a complete union shop; one provides for what is known as the preferential union shop; and one for partial recognition without preference.

Each of these agreements fixes the number of hours which shall be regarded as constituting a full week's work, the number varying in the several agreements from 48 to 52. Each of the agreements also prescribes minimum weekly wages and piece-rates for specific occupations. All of the agreements except one—that with the Boys' Wash Suit Manufacturers' Association of New York—specifically prohibit what is known in the clothing trades as subcontracting. Home work, however, is still allowed under most of these agreements, specific provisions prohibiting such work having been made only in the agreements of the United Garment Workers with the Union-Made Garment Manufacturers and with the East Side Retail Clothing Manufacturers' Association of the City of New York.

The testimony of numerous witnesses appearing before the Commission on Industrial Relations, at its hearings held in New York City in May, 1914, was sufficient to prove that home work—one of the old curses of the clothing trades—is still very generally employed in most of the men's garment manufacturing trades in that city. In spite of the fact that home work is a social menace, imperiling the health and well-being of all concerned, employers and consumers as well as workers, it is still carried on in about three-fourths of the finishing processes in the manufacture of men's clothing.

This sort of work at the present time is carried on almost exclusively by married women of Italian descent in tenements of the East Side. The earnings of these workers, according to testimony presented to the Commission on Industrial Relations, have decreased considerably during the past few years, the customary earnings at the present time amounting to from 50 to 70 cents for a day's work of from 12 to 14 hours. On their own time these workers must call for work and return it to the factory and must make any required alterations. The reason given in the testimony before the commission why the women undertake this sort of work is that the husbands (in most instances casual workers in the clothing trades) are frequently idle, or when employed do not earn sufficient wages to support their families.

Descriptions by witnesses of the sanitary conditions in the homes where the finishing work is done indicate that all the conditions of filth and congestion commonly associated with the sweatshops of the late nineties are still to be found in New York City.

The cause of the persistence of this system is found in the apparent willingness of these women, because of their necessity, to take home work at almost any price. The manufacturers, in fact, maintain that it would be impossible to abolish home work, because the women now employed could not be persuaded to perform their work on the premises of the firm. It is undoubtedly true that the women ask for work to take home. The reason why these workers are ready to accept home work at almost any price is that, as they believe, they can do the work and at the same time attend to their home duties. Judging from the experience of the rest of the garment trades of the same city, however, it is fairly certain that the manufacturers of men's clothing would encounter no great difficulty in securing a sufficient number of workers for their finishing departments, if they were willing to pay for this kind of labor as much as they pay for similar labor in their other manufacturing departments.

As a marked contrast to this condition in the men's and boys' garment trades, the condition obtaining in the women's garment trades of the same city should be noted. Under the so-called protocol

agreements of the last three or four years home work has been almost wholly eradicated in the women's garment trades.

In the matter of subcontracting, another ancient evil of the clothing industry, the situation in the men's garment trades of New York is far more encouraging. Witnesses before the commission were almost unanimous in their testimony that this evil is far less prevalent to-day than it has been in the past.

Contracting for the manufacture of garments in outside shops, however, is still more or less characteristic of the men's garment industry, and from the testimony of the various witnesses at the above-mentioned hearings of the commission it is rather difficult to determine the real cause of the continuation of this practice. The notion that wages of workers in the shops of the contractors are lower than in the so-called "inside" shops of the manufacturers, according to the testimony presented, would seem to be incorrect. Wages are about the same generally and in some instances are even higher in the outside shops. Thus it is difficult to see where the margin of profit of the ordinary contractor comes from, except that he may succeed in economizing in rent and in those expenses which represent the maintenance of sanitary surroundings or conditions. It is a matter of common knowledge that the sanitary conditions in the shops of the contractors are far below those maintained by the employers in their inside shops. Some of the witnesses maintained that, for reasons which they could not satisfactorily explain, the workers employed by the contractors are better mechanics and work at a higher speed under the direct supervision of the contractors. While, as can readily be understood, the latter contention very well might be true to some extent, there would seem to be no apparent reason why the workers in the outside shops, as compared with those in the inside shops, should be handier or possess more mechanical skill. The only apparent cause of the persistence of outside contracting is the fact that the smaller manufacturers, who are very numerous, can not afford to maintain their own shops, especially on account of the overhead charges during the dull season when other factories are closed.

The agreements in the men's and boys' garment trades are defective as instruments for improving industrial conditions, both in respect to those conditions which are local and peculiar to New York City and also in respect to those conditions which are generally characteristic of the industry. The agreements make no definite provision for the elimination of home work, and they provide no systematized method for the peaceful adjustment of grievances. Even the agreement with the Union-Made Garment Manufacturers—the strongest of the agreements described here from the point of view of

the workers—contains no provision for arbitration. Similarly, in the agreements with the Manufacturers of Boys' Clothing and with the New York Clothing Manufacturers' Association, no provisions are made for any sort of mediation in the settlement of grievances. These agreements, in the matter of definiteness of purpose, as well as of comprehensiveness of the institutions created for their successful operation, are not comparable with the so-called protocol agreements in the cloak, suit, and skirt and in the dress and waist industries of the city of New York.

GENERAL STRIKE OF 1913 IN NEW YORK CITY.

The winter and spring of 1913 witnessed a radical change in the labor conditions of the men's clothing industry in New York City. Within the first three months of the year many of the traditional evils of the trade, dating as far back as the Civil War—evils which had been for many years the main causes of general discontent—were eliminated by the concerted action of the workers and the employers. Without any exaggeration one may say that a greater and more radical improvement was effected in the industry of New York City during these three months than had taken place in the previous two decades. In these few months five collective agreements were signed involving over 27,000 members of the United Garment Workers of America and numerous associations of employers. Radical changes affecting the conditions of employment, such as the institution of systems of mediation for the adjustment of disputes, official recognition of the unions, reduction of working hours, and increase in wages, were effected under the provisions of these agreements. Besides these five collective agreements between organizations of employers and of employees, numerous agreements between individual firms and their employees were signed, all of them providing for changes to be adopted at that time throughout the men's clothing industry.

This rapid development within a few months, on the one hand, represents the culmination of a strong desire, which had been gathering force for several years, for amelioration of conditions in the industry, and, on the other hand, it was an indirect consequence of a precedent, with reference to reforms, which had been established in the women's garment branch of the clothing industry in 1910.

For many years previous to 1913 a state of general unrest and dissatisfaction with conditions of employment had existed among the workers in the men's clothing industry. This general discontent had found expression on many occasions in strikes, directed, in some instances, against a group of plants in the industry, but in a majority of cases against individual shops. These persistently recurring con-

flicts, though in some instances resulting in improvements in a few branches of the industry, failed to effect throughout the industry and permanently those changes which were being generally demanded by the workers. On four separate occasions, more or less general strikes, originating in a demand for a reduction of working hours, had secured for the workers the following concessions: In the first instance, a 60-hour week; in the second, a 59-hour week; in the third, a 56-hour week; and in the fourth, the strike of 1908, a 54-hour week. According to the statements of the union leaders, however, in each instance the reduced working time was adhered to for a brief period only, a return to the old working hours taking place in almost 95 per cent of the shops in the industry.

The explanation given of this tendency to revert to old conditions was that there was no adequate organization among either employers or employees. The reforms were temporary because the agencies effecting them were essentially temporary, neither side being able to maintain a proper organization for any considerable period after an agreement had been effected. Consequently, neither side was able to enforce the maintenance of conditions agreed upon. The lack of strong organization on the part of the workers was due mainly to two causes: The great influx of immigrants, from which in ever-increasing numbers the ranks of workers were being recruited, and the specialization of manufacturing processes, which gave to unskilled workers easy access to the trade.

Unions of men's clothing workers have been in existence in New York City for almost 50 years, but owing to the slow process of educating and organizing the newly arrived foreigners a state of comparative disorganization had prevailed generally throughout the trade prior to 1913, and even within the unions themselves.

Organization on the part of the manufacturers had been equally incomplete and subject to disruption. The cause of instability, so far as regards employers' organizations, was primarily the pressure of unfair competition brought to bear upon any manufacturer who undertook to maintain any accepted standards as regards wages or prices or conditions of employment. This pressure originated in the irresponsible individual actions of a great number of small manufacturers who, equally with their employees, were untutored in the principles and practices of effective cooperation.

Although the workers were largely unorganized, or organized ineffectively, there was, nevertheless, practically no dissension among them when the issue of a general strike was submitted on December 30, 1912. A strike was ordered by an overwhelming vote.

Shortly before the date of this strike referendum the number of union members among the workers engaged in the men's clothing industry in New York City was approximately 5,000. In view of

this relatively small membership it is significant, as evidence that dissatisfaction was widespread among the workers in the industry, that within a few days from the time the strike was ordered more than 50,000 had walked out of the shops, and that the number of strikers increased rapidly during the first weeks until at the end of the fourth week of the strike, according to a conservative estimate made by the union leaders, the number out on strike amounted to 110,000.

The following locals of the United Garment Workers of America were affected by the strike:

New York City:

- District Council No. 1, of Greater New York and Newark.
- Amalgamated Association of Clothing Cutters.
- Brotherhood of Tailors.
- Pants Makers' Union, Local No. 8.
- Joint Board of Vest Makers' Union.
- Children's Jacket Makers' Union, Local No. 10.
- Nonbasted Children's Jacket Makers' Union, Local No. 12.
- Buttonhole Makers' Union, Local No. 244.
- Washable Sailor Suit Makers' Union, Local No. 169.
- Lapel Makers, Parers, and Buttonhole Finishers' Union, Local No. 162.

Brooklyn and Brownsville:

- Tailors' Union.
- Pants Makers' Union, Local No. 43.
- Joint Board of Vest Makers.
- Brownsville Tailors' Union.
- Brownsville Pants Makers' Union.
- Brownsville Children's Jacket Makers' Union.
- Brooklyn and Brownsville Buttonhole Makers' Union.

Most of the shops affected by the strike were embraced within the operating plants of the following manufacturers' organizations:

- New York Clothing Trades Association.
- Tailors to the Trade Association.
- American Clothing Manufacturers' Association.
- The Associated Boys' Clothing Manufacturers.
- Boys' Wash Suit Association.
- United Manufacturers & Merchants' Association.
- United Garment Contractors' Association.
- Metropolitan Association.
- Manhattan Merchant Tailors' Association.
- East Side Retail Clothing Manufacturers' Association.

No official demands were formulated by the strikers until after the strike had been in progress for a number of days. As the strike progressed the workers came to an understanding among themselves and formulated demands covering each branch of the trade. These demands specified rates of wages for week workers and prices for pieceworkers. As between the several locals of the United Garment Workers of America there was very little difference in the general

character or in the essential details of the demands finally agreed upon. The more important items in these demands were: A 48-hour week; increases in wages and prices; improvement in sanitary conditions; abolition of subcontracting; abolition of favoritism; abolition of tenement-house work; equitable distribution of work; standardization of prices; establishment of agencies for the adjustment of differences; abolition of the deposit system; exclusive use of machine power.

The demands formulated by each local union, in detail, were as follows:

DEMANDS OF CLOTHING CUTTERS AND TRIMMERS OF NEW YORK AND VICINITY—
LOCAL UNIONS 4, 5, 9, AND 28.

48-hour week. Work to cease at 12 o'clock Saturday.

Machine cutters, knife cutters, and cloth markers, \$25 per week.

Trimmers, \$22 per week.

Lining cutters, \$20 per week.

Bushelmen and examiners, \$18 per week.

The above rates to be the minimum rates in the branches, as specified.

DEMANDS OF NONBASTED CHILDREN'S JACKET MAKERS.

48-hour week.

Raise workers who receive \$15 to \$25 two dollars per week; \$10 to \$15, three dollars per week.

Minimum for men, \$10.

Raise for all female help, 10 per cent to 15 per cent.

DEMANDS OF PANTS MAKERS' UNIONS—LOCALS 8, 40, 45, AND 159 OF GREATER
NEW YORK.

1. The week's work shall be not more than 48 hours.

2. (a) The abolition of foot power.

(b) All work shall be done inside the shop.

(c) Pressing shall be done by modern power irons; gas and fireplace irons shall be abolished.

(d) No subcontracting in the entire trade.

3. All tools, such as straps, needles, and press towels, etc., to be furnished to the employees free of charge.

4. (a) Employees working 14 days in a shop shall not be discharged without the consent of the union.

(b) In the dull season work shall be equally divided among all working in the shop.

5. The system of work for operators, pressers, sergers, tackers, lining makers, pocket sergers, and loop makers shall be the piecework system.

6. The prices of work shall be as follows:

OPERATING.

Plain pants with open pockets.....	\$0. 15
Four facings, bend.....	. 01
Plain loop tacking, per loop.....	. 00½
Loops bent on top and tacked.....	. 00½
Side straps.....	. 02½

Side straps, stitched on top, extra.....	\$0. 01
Flaps, single stitched, per pair.....	. 03
Flaps, double stitched, per pair, extra.....	. 00½
Tabs, per pair.....	. 02
Weld pockets, per pair, extra.....	. 04
Double stitched front and back pockets.....	. 01
Closed pockets, front and back.....	. 01
Front and back pockets, stitching.....	. 01
Weld or cord seam.....	. 01
Broad weld seam (more than ¼ inch).....	. 02
Open lap seam.....	. 03
Waistbands, extra.....	. 01
Extra watch pocket.....	. 01
Facing bent-in watch pocket.....	. 00½
Tunnels, single lined.....	. 04
Tunnels, double lined.....	. 05
Tunnel loops, lined, single stitched, per loop.....	. 01½
Tunnel loops, including watch pocket flap, per loop.....	. 02½
Three point, French fly, extra.....	. 00½
French fly, double stitched.....	. 00½
Stay lining in French fly.....	. 00½
Lining suspended from the French fly to cover the cross seam.....	. 00½
Stay lining in front, back pockets.....	. 01
Stay lining from seat to the outside seam, extra.....	. 01
Two straps stitched on top.....	. 00½
Hooks sewed in by machine.....	. 00½
Outlets along the whole seam.....	. 01
Outlets from the knee.....	. 00½
Canvas sewed on top.....	. 01
Raised pieces, once.....	. 00½
Raised pieces, double.....	. 01
Pants, quarter lined.....	. 02
Pants, half lined.....	. 03
Pants, whole lined.....	. 04
Fly tacks between the buttonholes.....	. 00½
Taped seats.....	. 01
Tape sewed with seat seam.....	. 00½
Tape sewed with inside seam to knee.....	. 00½
Hips, double stitched to the pocket.....	. 00½
Hips stitched over the pocket.....	. 01
Corduroy pants, extra.....	. 02
Flannel pants, extra.....	. 02
Raw edge, extra.....	. 08
Alpaca pants, extra.....	. 02
All sizes over 42, extra.....	. 01
Side pieces sewed with the pocket lining.....	. 00½
Single specials, extra.....	. 05

PRICE FOR SERGING.

Serging (per 100).....	. 55
Seats and fly (per 100).....	. 30
Tacking (per 100).....	. 65
Tacks on fly between the buttonholes (per 100).....	. 30
Lining maker (per 100).....	. 30

Front pockets serged (per 100).....	\$0.40
Both front and back pockets serged (per 100).....	.75
Loop making (per 100).....	.25
Bottom falling (per 100).....	.40

PRICE FOR PRESSING.

Plain pants.....	.10
Shaped pants, extra.....	.00½
Turned-up bottoms, basted, extra.....	.01
Turned-up bottoms, bent by presser, extra.....	.00½
Pack tops, extra.....	.00½
Open-lap seam, extra.....	.00½
Sponging, extra.....	.02
Matching stripes, extra.....	.01
Alpaca, extra.....	.01½
Shrinking, extra.....	.02½
All sizes over 42, extra.....	.00½
Flannel pants, extra.....	.02
Bands, pressing, extra.....	.02½
Canvas, pressing, extra.....	.00½
Linings, pressing, extra.....	.00½
Pockets, pressing, extra.....	.00½
Welds, pressing, extra.....	.00½
Flaps or tabs, extra.....	.01
Straps, pressing and binding, extra.....	.01
Plain seam, extra.....	.00½
Single specials, extra.....	.05

PRICE LIST OF COMMON LINE MACHINE-FINISHED WORK.

Operating.

Pants with three pockets and back straps, plain.....	.10
One back pocket, extra.....	.01½
Watch pocket.....	.01
French fly.....	.01
Four cross pieces.....	.01
Side straps, plain.....	.01
Side straps, stitched, extra.....	.00½
Weld, or cord, extra.....	.01
Four loops tacked, extra.....	.01
A hanger in the back, extra.....	.00½
Seats, double raised or taped or cross taped.....	.01
Seats, once raised.....	.00½
Tabs or flaps, per pair.....	.02
Closed broad-weld seam.....	.01½
Open-lap seam.....	.02
Four pieces or cross pieces raised.....	.01
Four pockets raised.....	.01
Lining raised on top.....	.01
Pockets felled by machine.....	.01
Unfelled pockets.....	.00½
One to three facing sewed with white cotton.....	.00½
Corduroy or khaki, extra.....	.01
Bands, extra.....	.01

Heavy corduroy or khaki or overcoat goods, extra.....	\$0.02
Lined pants, extra.....	.05
Tacks between buttonholes.....	.00½
Bar tacks.....	.00½
Bottoms finished with silesia.....	.00½
Side pieces.....	.00½
Right fly, plain seam.....	.00½
Band linings.....	.01
Samples or specials, extra.....	.02
Top pockets, extra.....	.01
Black fly finished by machine.....	.00½
Tacked lining and white-fly sewing.....	.01
Heavy pockets.....	.00½

Pressing the entire line.

Common cotton pants not fore pressed.....	.03
Worsted or signot.....	.03½
Corduroy.....	.03
Khaki, plain.....	.03½
Corduroy, with finished cuff bottoms.....	.03½
Khaki, with finished cuff bottoms.....	.04

The prices of extra work not included in this list to be determined by the employees of each shop.

DEMANDS OF THE BROTHERHOOD OF TAILORS.

1. The abolishment of the subcontracting system.
2. The abolition of foot power.
3. No finishers' work should be given out to be done in tenement houses.
4. For overtime, time and one-half should be paid.
5. On legal holidays double time should be paid.
6. The working week shall consist of 48 hours.

PRICE LIST FOR OPERATORS.

1. First-class man—Coat stitchers, sleeve stitchers, and pocket makers, per week, \$25.
2. Second-class man—Lining makers, closers, and coat stitchers and assistant pocket makers, per week, \$22.
3. Third-class man—Sleeve makers and all other machine workers, per week, \$16.

PRICE LIST FOR TAILORS.

1. First-class man—Shapers, assistant basters, and fitters, per week, \$24.
2. Second-class man—Edge basters, canvas basters, collar makers, lining basters, bushelers, and armhole basters, per week, \$21.
3. Third-class man—Sleeve makers and all other tailoring work, corner tackers, and brushers, per week, \$17.

PRICE LIST FOR PRESSERS.

1. Bushel pressers, per week, \$26.
2. Regular pressers, second class, per week, \$14.
3. Assistant and edge presser, per week, \$13.

PRICE LIST FOR WOMEN.

1. Button sewers and bushel hands, per week, \$12.
2. Feller hands, per week, \$10.
3. Hand buttonhole makers, at first-class work, per buttonhole, 4 cents.
4. Hand buttonhole makers, at second-class work, sack coats, per buttonhole, 3 cents.

DEMANDS OF THE CANVAS AND PAD MAKERS.

GENERAL DEMANDS OF CANVAS MAKERS.

1. Closed shops.
2. The working week shall consist of 48 hours.
3. A shop chairman.
4. Sanitary shops.
5. A price committee.
6. Electric-power machines and parts free.
7. Abolishment of contractors in inside shops.
8. The system of work should be piecework only.

PRICE LIST FOR THE CANVAS OPERATORS.

1. The minimum scale of wages should be, per diem, \$4.
2. Plain front with seven stitches without clamps, per hundred pairs, \$1.50.
3. A plain overcoat with seven stitches without clamps, per hundred, \$2.
4. A clamp, a shoulder, or a weam without binding, per hundred, 25 cents.
5. A clamp, a shoulder, or a weam with binding, per hundred, 50 cents.
6. A triangle clamp without binding, per hundred, 50 cents.
7. A triangle clamp with binding, per hundred, 75 cents.
8. An additional stitch, per hundred, 10 cents.
9. Binding on second side, per hundred, 50 cents.
10. Pieces of haircloth, for each piece, per hundred, 15 cents.
11. Buckram or children's work with seven stitches, without binding, per hundred, \$1.
12. Buckram or children's work with seven stitches with piece or binding to shape, stitched once or twice, per hundred, \$1.25.
13. For binding any front, per hundred, 25 cents.

PRICE LIST FOR PAD OPERATORS.

1. Piecework.
2. Minimum scale of wages for operators, per diem, \$3.50.
3. Minimum scale of wages for handworkers, per diem, \$2.50.
4. Minimum scale of wages for hand sewers, per diem, \$2.50.
5. Minimum scale of wages for table workers, per diem, \$2.50.
6. Minimum scale of wages, double needle, per diem, \$2.50.

PRICE LIST FOR CUTTERS, PRESSERS, TRIMMERS, PACKERS, PAD FILLERS, AND SHIPPING BOYS.

Week work only.

The canvas cutters are divided into three classes:

First class.—Markers and cutters, per week, \$22.

Second class.—Machine cutters, per week, \$18.

Third class.—Fillers, per week, \$12.

Pad cutters are divided into two classes:

First class.—Per week, \$22.

Second class.—Per week, \$18.

Canvas pressers: Per week, \$15.

Pad trimmers:

First class.—Per week, \$15.

Second class.—Per week, \$13.

Pad packers:

First class.—Per week, \$12.

Second class.—Per week, \$10.

Pad fillers: Per week, \$15.

Canvas and pad shipping boys: Per week, \$15.

AGREEMENT OF UNITED GARMENT WORKERS WITH NEW YORK CLOTHING TRADE ASSOCIATION, TAILORS TO THE TRADE ASSOCIATION, AND AMERICAN CLOTHING MANUFACTURERS' ASSOCIATION.¹

Very soon after the calling of the strike various civic institutions, and many public-spirited citizens in their capacity as individuals, became active in an effort to devise some scheme of settlement which would insure a speedy termination of the controversy. During the first week of the strike a committee of the New York Chamber of Commerce arranged for a meeting with representatives of the union and of the New York Clothing Trade Association, an organization representing the largest firms engaged in the manufacture of men's clothing in New York City. The committee subsequently submitted to those representatives the following proposition setting forth terms of settlement:

At a preliminary hearing before a committee of the Chamber of Commerce, to which were invited representatives of the New York Clothing Trade Association and of the United Garment Workers of America, conditions in the industry were brought up for discussion by questions addressed to each side by the committee.

The following are the findings and recommendations:

The committee finds that the existing disturbances in one of the largest of the manufacturing industries in our city threaten to impair the commercial prestige of the city.

It believes that the first step to be taken is to get at the facts, and to get these requires a body of men in whom both sides, as well as the public, have complete confidence.

Accordingly, it recommends to both sides that six men be appointed, two to be nominated by the New York Clothing Trade Association, two to be nominated by the United Garment Workers of America, and two to be nominated by the Chamber of Commerce—the latter two to be subject to the confirmation of both sides.

¹ The workings of this agreement are outlined in the report of the hearings held by the Commission on Industrial Relations on this subject, May, 1914, New York City, pp. 205-207.

Such commission to begin its work immediately, and to proceed with the utmost dispatch, to examine into the conditions, both in New York and competitive clothing markets in this country. The report of such commission to be made as soon as possible.

The committee made certain recommendations as to an agreement, pending the report of the commission. The union, however, refused to accept this proposal, basing their refusal on the ground that no increase in wages and no material reduction of working hours were specified in it. After several other futile conferences had been held, all negotiations conducted through the chamber of commerce were discontinued.

Later several conferences were held between the representatives of the union and the representatives of the United Manufacturers and Merchants' Association, which were arranged for by Mr. Hugh Frayne, New York representative of the American Federation of Labor. The result of the first conference was that a proposal was agreed upon by the conferees and presented to the leaders of the strikers.

This proposal, however, was rejected by the strikers, mainly because it did not provide for an immediate reduction of working hours.

Several other efforts were made by the Manufacturers and Merchants' Association to effect a settlement of the strike. In the latter part of January (Jan. 22-26) extended conferences were held by the three parties—the union, the manufacturers, and the contractors. The following is an excerpt from the report of the chairman of the conferences:

All of the parties were agreed that the conditions in the industry were such as to require joint cooperative effort of the three parties in uplifting the industry. The employers recognized clearly the necessity for cooperation with the union in accomplishing this result, and the union recognized in this connection the importance of a strong employers' association. Both the union and the manufacturers also recognized that the contractors were an important factor in direct dealings with the workers in the shops, and that their cooperation was essential to any successful program for the improvement of the industry. The parties recognized that while the pending strike continued it would be difficult, if not impossible, to establish a strong employers' organization and a strong union that would make effective any standards to which they agreed. But they recognized that through conferences and arbitration peaceful and permanent solutions of the intricate and complex problems of the industry might be secured. It became apparent very early in the conferences that the economic situation was so complex that immediate changes would be difficult to effectuate. The employers pointed out very clearly that the sales of this season's goods have been made upon so small a margin of profit that the concessions asked for by the union representatives would not only mean serious loss, but might drive them out of business. On the other hand, the union representatives contended that the conditions of labor in New York were so low that the employers could well afford to make liberal increases. The difficulty was in ascertaining

the facts. All parties were willing that the facts should be investigated under their joint auspices.

Owing to the temper of the workers, however, it was quite obvious that some immediate concessions of a substantial character must be made in order to satisfy them, however difficult of execution, from the point of view of the economic situation, their present demands might be. The demand was for a 48-hour week, and for a very substantial immediate raise in wages. Upon the matter of the hours the union representatives contended that they had long since won the victory for a 54-hour week for the tailors and a 48-hour week for the cutters. On the other hand, it appeared that because of the absence of an effective agreement between a strong employers' organization and a strong union the actual hours in the contractors' shops were more than likely to be 59. A change, therefore, from 59 to 48 would have meant an immediate actual reduction of 11 hours. The employers recognized the validity of the demand of the union for a 48-hour week, and were themselves ready to subscribe to the principle, but believed that such a standard should be put in operation only as rapidly as the competitive conditions of the industry would warrant. It seems to me that an actual reduction of 11 hours a week in labor, approximately one-sixth of the time, or between 18 and 19 per cent, would be so sudden a wrench as to dislocate the industry and bring hardship to the workers and the employers. Some compromise on this point was necessary. Concessions had to be made by both sides. On the employers' side for several of the meetings they declined to go further than 54 hours, and, acting under instructions from their organization, the representatives of the United Manufacturers declined to reduce this. On the other hand, the union representatives, having been charged with the duty of insisting upon the 48-hour week, fought valiantly for this. The conference seemed to be deadlocked. It seemed most unfortunate, because out of this conference might come more important and valuable improvements in the industry for both employers and workers alike. If the immediate demands could be subordinated to the future results, this seemed to be the way out.

At this juncture Mr. Charles L. Bernheimer, chairman of the committee on arbitration of the chamber of commerce, who had been studying the problem and who had been giving his time and energy at the conferences, urged upon the conference the desirability of compromise upon this matter of hours and urged vigorously that both sides accept 52 hours per week as the immediate standard. The manufacturers were reluctant to accept. After long discussion the manufacturers went one step further and agreed upon the following statement of their attitude:

"We believe in the ultimate 48-hour week in our industry and will be ready to put it into operation just as soon as competitive conditions will justify."

With this qualification the union representatives agreed to recommend to the workers the acceptance of the proposition made by Mr. Bernheimer.

With reference to the immediate increase in wages, the difficulty was not in the willingness of the employers to make concessions but in the difficulty in making these concessions apply to the present season. After long debate, Mr. Bernheimer suggested the following:

"All week workers receiving \$12.50 or less shall receive an immediate increase of 10 per cent; all week workers receiving over \$12.50, and up to and including \$15, shall receive an immediate increase of 7½ per cent; all week workers receiving over \$15 shall receive an immediate increase of 5 per cent; but in no case shall the advance be less than \$1 per week."

The difficulty with reference to increases for pieceworkers arose because of the reduction in hours. It was found impracticable to work out any definite percentage of increase, so the following was agreed upon:

"Pieceworkers shall receive, in addition to the increases mentioned above, an increase sufficient in each instance to cover the reduction in hours to 52, so as to equalize the benefits derived by week workers. In each shop a shop committee shall be appointed, and such committee, in conjunction with the employer, shall adjust the scale of prices for the shop which shall in all respects conform to the foregoing increases."

The representatives of the cutters' union stated that the standard hours for cutters was already 48 hours per week. The representatives of the employers said that they would accept this standard, but, in their opinion, it would require a revision in the scale of wages, they contending that they were now paying above the generally accepted scale. It was agreed that the question of wages for cutters was to be the first thing to be taken up and determined by the conference committee and board of arbitration immediately after the return of the workers to their benches, it being understood that the immediate percentages of advance provided for above shall apply to cutters, as well as other operators.

Many matters were presented to the conference for discussion and were considered. The conference disclosed a disposition on all sides to arrive at a permanent solution of the difficulties in the industry. I am convinced that, if the conference continues, with a board of arbitration to settle disputed points, every question that had thus far been submitted for consideration will be satisfactorily disposed of.

The proposition mentioned in the chairman's report was submitted to the members of the union, but in the majority of the meeting halls the workers refused to vote on it, because the proposal did not provide for a 48-hour working week.

Later the Manufacturers and Merchants' Association consented to amend its proposition by granting a further reduction in working hours to 50 hours per week, to go into effect after January 1, 1914. This proposition was also rejected by the strikers, and all negotiations between the Manufacturers and Merchants' Association and the unions were discontinued.

In the latter part of February, 1913, determined efforts were made by various civic workers, including Mr. Marcus M. Marks, ex-president of the National Clothiers' Association, to effect a settlement of the strike between the Allied Clothing Manufacturers' Association (New York Clothing Trade Association, American Clothing Manufacturers' Association, and the Tailors to the Trade Association) and their employees. After many extended conferences had been held between the manufacturers and the representatives of the union, a letter was sent by Mr. Rickert, president of the United Garment Workers of America, to Mr. Marcus M. Marks, who, on receiving it, immediately communicated by letter with Mr. Eugene S. Benjamin, chairman of the advisory committee of the Allied Clothing Manufacturers' Association, requesting the association to submit a state-

ment of what they were prepared to do for their employees to meet the situation in the industry.

The following letter, complying in all details with the proposal of the union, was received by Mr. Marks from the advisory committee of the Allied Clothing Manufacturers' Association on February 28, 1913:

FEBRUARY 28, 1913.

I am duly in receipt of your letter of February 27, and have presented it to the advisory committee of the allied associations, and they authorize me to present the following statement of what they are prepared to do for their employees in answer to your request:

1. The workers are to return to work immediately.
2. The question of hours to be submitted to a commission consisting of the following: Mr. Robert Fulton Cutting, Mr. Marcus M. Marks, Dr. J. L. Magnes, their recommendations to be accepted as final and binding.
3. The findings shall be on the basis of establishing a standard of working hours per week that will maintain the industry in New York on a competitive basis with other markets for the present and for the future.
4. Upon the resumption of work there shall be a general increase in wages to week workers in tailor shops at \$1 a week over wages paid prior to the strike, and to pieceworkers the rate shall be advanced in the same proportion.
5. No reduction in price in dull season; the maintenance of sanitary conditions.
6. The abolition of subcontracting in contractors' and inside shops.
7. Hours and conditions in contract shops to be identical with those of inside shops.
8. The wages of cutters to be as agreed upon between the firms and their employees.
9. There shall be no discrimination in the reemployment of the workers.

Yours very truly,

EUGENE S. BENJAMIN,
*Chairman Advisory Committee of the Allied
 Associations of Clothing Manufacturers.*

Immediately upon the exchange of these letters the president of the United Garment Workers declared the strike at an end so far as it affected the members of the New York Clothing Trades Association, the Tailors to the Trade Association, and the American Clothing Manufacturers' Association. In a few of the shops the workers refused to return to work as per instructions of the union officers, declaring their intention to continue the strike pending the decisions of the commission of arbitration. It was then decided that the commission agreed upon should meet and render an immediate decision.

The decision of the commission of arbitration was stated in a letter to the president of the United Garment Workers as follows:

MARCH 10, 1913.

Pursuant to the commission intrusted to us on February 28, 1913, in Articles II and III of the statement of Allied Associations of Clothing Manufacturers, upon the publication of which the strike against members of these associations was declared ended, the undersigned have examined into the prevailing hours of labor in the clothing industry of Chicago, Rochester, Baltimore, and Philadelphia (the most important markets outside of New York City) and

find that 54 hours are practically the standard per week. Realizing, however—

1. That the tendency of the day is in the direction of shorter hours of labor;
2. That this tendency is strongly shown in the clothing market of New York City;
3. That discontent prevails in some of the markets now working 54 hours a week;
4. That New York is by far the leading market of the country in quantity of manufactures, and therefore should properly lead in the movement for a shorter workday.

Therefore, we recommend that the hours of labor of tailors in the clothing industry in New York City should not exceed 53 at the present time, nor 52 hours beginning January 1, 1914. Hours of cutters not to exceed 50 at the present time and to be 48 hours a week beginning January 1, 1914.

From time to time, we hope to be able to make a further study of conditions in this industry and bring such recommendations as in our judgment are warranted by competitive conditions.

We have appointed Mr. Meyer London the third member of this commission in place of Mr. R. Fulton Cutting, who could not serve on account of an immediate trip abroad, and who has therefore resigned from the commission.

Respectfully submitted,

J. L. MAGNES.

MARCUS M. MARKS.

P. S. to Mr. RICKERT.—The commission has the assurance that all the provisions of the arrangement of February 28 will be carried out faithfully. Should it become necessary, the commission will employ the proper means to bring about this result.

A prolonged controversy, inflicting losses of thousands of dollars in wages and in profits, was thus terminated, so far as regards the shops of the Allied Clothing Manufacturers' Association, by an agreement to arbitrate the specific issues of the strike. In this agreement, under which approximately 10,000 workers went back into the shops, however, no provision was made for the amicable adjustment of differences which might arise in the future. The agreement, therefore, gave no guaranty whatever that any differences arising in the future would not again precipitate an open conflict. In other branches of the industry collective agreements providing for mediation and arbitration were in successful operation, guaranteeing the maintenance of industrial peace. The need for such instruments was equally great in the men's clothing trades.

AGREEMENT OF UNITED GARMENT WORKERS WITH EAST SIDE RETAIL CLOTHING MANUFACTURERS' ASSOCIATION.¹

The agreement with the East Side Retail Clothing Manufacturers' Association, while of minor importance as regards numbers involved and as regards the provisions of the agreement itself, was in point

¹ Evidence that this agreement works satisfactorily may be found in the testimony presented to the Commission on Industrial Relations at its hearings in New York City, May, 1914, page 205.

of time the first settlement effected during the strike of 1913. On February 14, 1913, a collective agreement between this association and the United Garment Workers was signed by the representatives of the two parties.

The East Side Retail Clothing Manufacturers' Association is an organization composed of between 25 and 30 firms engaged in merchant tailoring and in retail manufacturing of ready-to-wear men's clothing. All the firms belonging to this association are located on the lower East Side of New York City, in the very heart of the men's clothing industry, and the bulk of the garments sold by these firms is manufactured in the shops of contractors. The aggregate number of workers is 2,000. Because the contractors make most of the garments, such demands of the strikers as recognition of the union, abolition of subcontracting, and home work did not affect the members of the East Side Retail Clothing Manufacturers' Association directly, and consequently this association was more willing and in a better position to comply with the demands than the larger associations, the bulk of whose garments was manufactured by themselves. The enforcement of the various demands could be easily exacted from a contractor through a mere threat to discontinue giving orders. The agreement which was signed reads as follows:

I. The wages to be paid to the employees of the members of the association shall be the same as those heretofore paid to them, together with an increase in wages of coat makers of not less than one dollar nor more than two dollars per week, as the several members of the association and their several employees may agree, and with an increase in the wages to pants and vest makers of twenty (20) per cent.

II. All wages shall be paid in cash, and upon the last day of each working week.

III. All workers employed in the association's factories shall be employed and paid directly. No work shall be done by foot power; nor shall any charge be made to the employees for use of power.

IV. The members of the association shall not have any part of their work done by contractors working outside of their factories, unless such contractors shall comply with all conditions and provisions herein set forth, as far as the same are applicable to their work. Before any action is taken by the union for any violation of this provision, notice shall first be given to the association, and such violation shall be submitted to arbitration, as hereinafter mentioned.

V. Should any differences arise between any member of this association and his employee and should they be unable to adjust same amicably between themselves, such differences shall be submitted to a permanent board of arbitration for settlement. Said board shall consist of four members, two of whom shall be appointed by the union and two by the association and their employees. Should said board be unable to agree, they shall submit such questions to an umpire to be chosen by them and whose decision in the matter shall be final.

VI. Should the union at any time make an agreement with any other association of clothing manufacturers or any individual clothing manufacturer in the same branch of the trade more favorable in its terms to such association or

individual than this agreement, then this agreement shall be modified accordingly, so that in no event shall this agreement be more onerous in its terms to the association or any of its members than any other agreement that may hereafter be made by the union as aforesaid.

This agreement shall be in force until February, 1914.

Witness the hands and seals of the parties hereto this 14th day of February, 1913.

United Garment Workers of America :

T. A. RICKERT, *General President.*

East Side Retail Clothing Manufacturers' Association :

NATHAN MARCUS, *President* (for the entire association).

This one-year agreement provided for the establishment of a board of arbitration of four members, empowered to elect an umpire, to which all differences arising in the shops during the period of the agreement must be referred for final settlement, in case such differences could not be amicably settled by the employers and employees in conference. As regards wages, while the minimum increases stipulated for coat makers were \$1 to \$2 per week, the increases actually granted ranged from \$1 to \$5 per week. The actual increase to pants makers was 10 instead of 20 per cent.

The following is the scale of wages prevailing under the agreement in the majority of the shops owned or controlled by the East Side Retail Clothing Manufacturers' Association :

Tailors.

Shaper.....	\$24
Shoulder baster.....	20
Bottom baster.....	16
Corner tucker.....	15
Edge baster.....	16
Canvas baster.....	16
Armhole baster.....	14
Sleeve maker.....	12
Collar maker.....	16
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 stitcher.....	15
Sleeve maker.....	12
Lapel maker.....	15
Collar maker.....	15

Pressers.

Bushel presser	\$22
Presser	16
Edge presser	14
First underpresser	14
Second underpresser	12

Cutters.

Trimmers	22
Markers	24
Machine cutters	26
Lining cutters	19

AGREEMENT OF UNITED GARMENT WORKERS WITH BOYS' CLOTHING MANUFACTURERS OF GREATER NEW YORK.

As regards numbers involved, the agreement with the Associated Boys' Clothing Manufacturers was second in importance among the several agreements under which the general strike of 1913 was terminated.

At the very beginning of the strike and during its progress the New York State Bureau of Mediation and Arbitration made repeated efforts to effect settlements. Various suggestions as to terms and conditions of settlement were submitted by this bureau to the respective parties. When the negotiations between the manufacturers and the strikers, conducted through the New York Chamber of Commerce and the Manufacturers and Merchants' Association, were discontinued the bureau of mediation and arbitration, on February 14, addressed a letter proposing mediation to Mr. Eugene S. Benjamin, chairman of the advisory committee of four of the largest clothing manufacturers' associations, and to Mr. Thomas Rickert, president of the United Garment Workers of America. The text of this letter was as follows:

After our many interviews with you and your associates regarding the strike in the clothing industry, you will readily agree that we have arrived at a fair understanding of the difficulties in the way of the settlement of this strike. We have observed with interest that conferences have just been held between certain employers and committees of their own employees in which conferences certain differences of opinion, it appeared, could not be reconciled to the satisfaction of all concerned.

We quote from a letter signed by Eugene S. Benjamin, president of Alfred Benjamin & Co., addressed to one of his employees, dated February 13, and referring to the conference just held with his employees: "It is, in our opinion, cruel and inhuman to allow a continuance of the present state of affairs, and if continued longer will reflect very seriously on our ability to employ them in full at all."

We share in this opinion, and believe that the only means for securing an early termination of the strike is to have an opportunity in conference for a frank and free expression and discussion of the desires of the respective

parties to this controversy by a committee authorized to negotiate for a settlement.

Will you each kindly inform us if your associates will be willing to appoint a committee to discuss with us the matters at issue in the presence of a committee representing the other interests? On receipt of a favorable reply we shall immediately arrange a time and place for such meeting convenient to both parties. It is our judgment that the length to which the strike has extended, with its consequent damage to the trade and the hardships of the former employees and their families and the public interests generally, all demand that this suggestion be adopted.

Very respectfully, yours,

WILLIAM C. ROGERS, *Chief Mediator.*

MICHAEL J. REAGAN, *Industrial Mediator.*

The executive board of the United Garment Workers of America, in an official reply to this appeal of the mediators, expressed its willingness to accept mediation as a means of ending the strike. The manufacturers, however, emphatically refused to accede to the proposition.

As the reply of the manufacturers made further negotiations with the advisory committee of the four associations useless, the New York Bureau of Mediation and Arbitration proceeded to conduct negotiations with individual organizations of manufacturers.

Several conferences were arranged by the bureau, the representatives of the Associated Boys' Clothing Manufacturers of Greater New York, and the union, at which the State mediators conducted the negotiations. At one of these conferences, a proposition setting forth terms of agreement was submitted by the union and soon afterward accepted by the manufacturers. The acceptance of the union's terms by the manufacturers was incorporated in a letter addressed to the New York Bureau of Mediation and Arbitration, and, as the latter body agreed to act as guarantors of the terms, the strike, involving more than 8,000 boys' clothing workers, was officially declared at an end.

The following is the letter accepting the terms proposed by the union, which was addressed by the Associated Boys' Clothing Manufacturers of Greater New York to the New York State Bureau of Mediation and Arbitration:

FEBRUARY 24, 1913.

We acknowledge receipt of yours of 24th which has had our careful consideration. We appreciate your untiring efforts to end the strike in the children's branch of the clothing trade, and in order that you may have a further opportunity we submit the following proposition on behalf of the Associated Boys' Clothing Manufacturers of Greater New York.

First. To raise the prices to the contractors on children's coats to cover an increase to the workers of \$1 a week.

Second. To raise the prices paid to their contractors making knee pants 10 per cent.

Third. That the question of hours in the shops of the members of the association be a matter of adjustment between each individual firm and its employees, but in no case are the hours for children's coat tailors to be more than 51 or for cutters more than 50 hours per week beginning with the resumption of work.

Fourth. Wages of cutters and trimmers to be as agreed upon between each individual firm and its employees.

Though paragraph 1 of the agreement provides for the increase of \$1 per week to children's coat makers, the actual increase was on the average of \$3 per week, as further increases were granted to workers shortly after the new conditions went into effect.

Until January 1, 1914, working hours remained as specifically provided in paragraph 3 of the agreement. On that date, however, the hours of cutters were reduced to 48 and those of coat makers to 50 per week.

A resolution of the manufacturers against a reduction of wages and prices in the dull season did much toward abolishing a practice which had occasioned continual protest on the part of the workingmen. Union leaders assert that such reductions during dull seasons were practiced extensively throughout the trade prior to 1913.

Subsequent to the signing of the agreement, the practice of subcontracting was discontinued and charges for the use of machine power supplied by the Associated Boys' Clothing Manufacturers were abolished by mutual consent.

AGREEMENT OF UNITED GARMENT WORKERS WITH METROPOLITAN MERCHANT TAILORS' ASSOCIATION.¹

A settlement involving approximately 3,000 workers was effected on February 26, when the following articles of agreement were decided upon and signed by the authorized representatives of the United Garment Workers of America and the executive board of the Metropolitan Merchant Tailors' Association of Greater New York.

At a conference at the Public Bank, 89 Delancey Street, New York City, on February 26, 1913, the following articles of agreement were decided upon by authorized representatives of the United Garment Workers of America, whose official signatures in their official capacity are attached to this agreement, and the executive board of the Metropolitan Merchant Tailors' Association of Greater New York, whose signatures are also affixed:

This agreement, entered into by the United Garment Workers of America and the Metropolitan Merchant Tailors' Association, hereby agrees that in their own and contractors' shops only members of Custom Tailors' Unions No. 162 and No. 16, of the United Garment Workers of America, shall be employed.

SECTION 1. All tailors employed in the shops of the members of the association or their contractors to work 50 hours.

¹ The satisfactory working of this agreement is evidenced by the testimony of Mr. Silverman, business agent of the local unions, before the Commission on Industrial Relations at hearings in New York City, May, 1914, pages 154 ff., also 201 ff.

(a) In busy season overtime shall be worked when necessary and at regular rate.

SEC. 2. This association hereby agrees to an advance of 15 per cent increase on every garment to pieceworkers.

(a) The shorter hours of the week workers to be construed as equivalent to an increase in pay.

(b) Overtime at regular wages during the busy season.

(c) When overtime is necessary during the dull season time and a half shall be paid.

SEC. 3. Men to be taken back who went down during the strike, including bushelmen.

SEC. 4. Schedule of hours for bushelmen shall be 56.

(a) Pay shall be rendered for legal holidays of the State of New York and the United States of America when establishments shall be closed.

(b) It is understood and agreed that when said establishments shall be open for business that such bushelmen shall work on such days in conjunction with other employees.

(c) It is understood and agreed that the payment for a current week's work shall not be made at a later day than Monday of the succeeding week.

SEC. 5. It is understood and agreed that this agreement is for the term of two years.

(a) At the end of one year, if conditions should be prosperous, there should be another increase subject to the arbitration committee.

(b) It is understood and agreed, however, that there shall be no lockout or strikes during this period of two years.

(c) All disputes shall be referred to the arbitration board.

(d) It is understood and agreed that in the event of labor disputes with the United Garment Workers of America, Customs Unions No. 162, No. 210, and No. 16, with other associations or organizations, that in the event of no dispute arising between the parties to this agreement, there shall be no sympathy strike called with the contractors in the employ of the members of this association.

(e) That in the event of a general strike, if called by these local unions, it shall not affect the members of the Metropolitan Merchant Tailors' Association.

SEC. 6. There shall be a permanent board of arbitration consisting of six members, three to consist of the Metropolitan Merchant Tailors' Association and three to consist of the officers of Custom Union Locals No. 162, No. 210, and No. 16 of the United Garment Workers of America.

This arbitration committee shall have the power to settle all such matters as may be brought before them during the life of this agreement.

In the event of a disagreement or the inability of said board to reach a decision in any matter in hand, a disinterested party, consisting of one referee, shall be selected by mutual consent. The report and finding of said selected referee shall be binding, and such report as he may render shall be final and conclusive without further recourse.

United Garment Workers of America :

T. A. RICKERT, *General President.*

Metropolitan Merchant Tailors' Association :

LOUIS PELL, *Chairman.*

The Metropolitan Merchant Tailors' Association is an organization composed of firms engaged in merchant tailoring on a large scale. A conservative estimate places the number of workers employed by the association at 3,000.

The agreement signed on February 26 incorporates in its terms not only the general changes that were being established throughout the industry at that time, but specific changes as well, reflecting therein the nature of the merchant-tailoring branch of the industry. Besides complying with the majority of the general demands of the workers, the agreement provides for changes demanded in merchant tailoring only. As in the case of the East Side retail clothiers' agreement, the hours for bushelmen exceed those in other occupations by reason of the nature both of the occupation and of that branch of the industry. It is claimed, however, by union leaders that conditions relating to bushelmen specified in the agreement have not been lived up to by either party and that at the present time the working hours for bushelmen are greater than 56, the employees in this occupation, in fact, working at the discretion of their employers.

Paragraph *a* of section 4 of the agreement, providing for pay for legal holidays, removed a grievance long existing in the merchant-tailoring industry. Previous to the signing of the agreement the firms comprising the membership of the Metropolitan Tailors' Association either kept their establishments open on legal holidays and paid no extra prices on such days, or else kept their shops closed on such days and deducted pay therefor from the weekly wages of the workers.

Paragraph *b* of section 4 was strongly insisted upon by the manufacturers, on the ground that absence of bushelmen, who were required to make necessary alterations on garments, would seriously hamper the transaction of business on those holidays when the establishments were kept open.

The clauses of the agreement creating a board of arbitration and specifying some of the possible future changes as subjects for deliberation and decision of the board have been faithfully carried out by both parties to the agreement. Many cases of grievances have been brought before the board of arbitration, and up to the time of writing this report no occasion has presented itself in which an impartial referee has been required, since no irreconcilable disagreement has so far occurred.

AGREEMENT OF UNITED GARMENT WORKERS WITH BOYS' WASH SUIT MANUFACTURERS' ASSOCIATION.

The strike of 1913 in the New York men's clothing industry came to an end when, on March 5, the Boys' Wash Suit Manufacturers' Association and their employees came to an understanding as to the conditions that were to govern terms of employment in the future. The strike of wash-suit workers was declared off after the

following correspondence was exchanged between the president of the United Garment Workers and the president of the Boys' Wash Suit Manufacturers' Association:

MARCH 5, 1913.

The trouble between the workers and the firms who are members of the Manufacturers of Boys' Wash Suits Association, of which you are president, can be adjusted on the following terms:

All the workers to be reemployed without discrimination. All of them to go back into the shops they came out of.

Wash-suit workers to work not more than 51 hours per week, except from November 1 to June 1, when they are to be allowed to work three hours overtime at regular price for piece and week workers.

Cutters and trimmers not to work more than 50 hours a week throughout the year, ending at 12 o'clock noon, Saturday—their wages to be agreed upon between firms and employees.

With the resumption of work, each week worker on sailor suits to receive an increase of not less than \$1 per week. Pieceworkers to receive an increase of not less than 10 per cent; knee-pants workers to receive an increase of not less than 10 per cent.

There shall be no reduction in price during the dull season.

The workers shall not be charged for machines, power, needles, straps, or other supplies.

If differences arise, same to be adjusted by a committee of three of the employees and the individual manufacturer involved.

The foregoing conditions to apply to contract shops as well as to inside shops.

Upon receipt of assurance from you, as head of your association, that your association has passed a resolution accepting the above terms of settlement I will instruct the workers to return to work and thus end the strike in the wash-suit industry.

Awaiting an early reply, I remain,

Respectfully, yours,

General President.

I beg to acknowledge the receipt of your letter of March 5, setting forth the conditions and terms upon which the grievances now existing between workers and the firms who are members of the Boys' Wash Suit Manufacturers' Association can be adjusted.

In reply, beg to state that I have caused a meeting to be called for the purpose of discussing the advisability of the acceptance of the terms set forth in your letter. That pursuant to a resolution adopted at such meeting, it was resolved:

[Here follows a statement of terms of settlement verbatim as given in the following letter.]

That the aforementioned resolution was spread upon the minutes of the association and adopted and accepted by the association for and in behalf of its members. You will notice that the result of our meeting was the adoption of terms that you set forth in your letter to me as chairman of the association.

Respectfully, yours,

L. BENSTEIN,
President of the Boys' Wash Suit Manufacturers' Association.

The parties agreed, subsequent to signing the above, to add the following provision:

"I further agree to employ and give preference to workers who are members of the United Garment Workers of America."

It was also agreed between the Boys' Wash Suit Manufacturers' Association and the United Garment Workers' Association that each contractor working for the association should sign a similar agreement with the union.

Besides the collective agreements signed by the various manufacturers' associations and the union, an additional agreement was signed by each firm and its employees embodying the conditions that were to prevail in each shop. The following is a fair example of the supplementary agreements signed:

Memorandum of agreement made and entered into this — day of February, 1913, by and between the Children's Jacket Makers' Union of Brooklyn, organized under the laws of the State of New York, party of the first part, hereinafter designated and called the union, and D. K., of — Street, of the borough of Brooklyn, city and State of New York, party of the second part, hereinafter designated and mentioned as employer.

Whereas the union is composed of competent workers in the manufacture of children's jackets; and

Whereas the employer is engaged as manufacturer or contractor making children's jackets, and is desirous to obtain competent help of the members of this union in the making of children's jackets; and

Whereas the union is desirous to furnish, to the best of its ability out of its members, the help needed by the employer in the making of the children's jackets, it is now, in consideration of one dollar by each to the other in hand paid, the receipt whereof is hereby acknowledged, agreed as follows:

First. The union hereby agrees to furnish to the employer out of its membership operators, bushelers, pressers, finishers, turners, trimmers, sleeve makers, stitchers; also buttonhole makers of the Buttonhole Makers' Union, tackers, fitters, and lining workers, for the purpose of manufacturing children's jackets, and agrees to exercise all diligent effort to procure help for such employer to the best of its ability. It is understood that should the union be unable to furnish to the employer out of its membership all the help required by said employer in the making of children's jackets, the employer may employ any help wherever such help may be obtained, agreeing hereby that such help employed by him who may not be members of the union shall and will become members of the union immediately after their entering their employment, and that the employer further agrees that his help shall and will be members in good standing of the union herein.

Second. That the employer shall and will employ in his place or places of business members of the union herein as makers or workers on children's jackets, and shall and will at all times call upon the union to furnish him out of its membership any and all help that he may require necessarily in the manufacturing of children's jackets.

Third. Should the employer hereafter employ additional members of the union in his workshop, or such help that may in accordance with this agreement become members of the union, and should he continue such help in his employ for a period of two weeks, it is understood that such help shall be entitled to all the benefits under this agreement.

Fourth. It is understood that the members of the union shall be employed by the week at the rate of increase of one (\$1.00) dollar per week for each on wages paid to them heretofore, and week work only shall obtain in the shop or shops of the employer herein, and that for handworking girls there shall be an increase of ten per cent per week for each on wages paid to them heretofore. Said girls shall not be forced to belong to the union. That 50 hours shall constitute a week's work; work shall begin at 7 a. m. to 12 m., and from 1 p. m. to 5 p. m. during the first five days of the week and from 7 a. m. to 12 m. on the sixth day of the week; and that the members of the union in the employ of the employer shall be paid their wages on the 1st day of the week at 12 p. m. for all work done by them during the week. It is further agreed that the employer will not require any of the members of the union to work overtime.

Fifth. That no members of the union in the employ of the employer shall be charged for any damages to work or merchandise damaged while in work, unless the damage is done willfully.

Sixth. That no work shall be given to be performed to any person or persons at their homes, nor shall any work be given to any contractor, providing such work can be done in the shop or shops of the employer.

Seventh. It is agreed between the parties hereto that should any of the members of the union for some reason or other temporarily quit their work, or quit their work for the purpose of attending meetings of the union, such quitting shall not be considered a waiver of any right that any employee who is a member of the union may have by virtue of this agreement.

Eighth. That only one assistant shall be employed to each presser; and it is understood that each of the members of the union is employed as an individual, being entitled to all the rights under the law known as the mechanics' lien.

Ninth. The employee hereby authorizes, appoints, and constitutes the union or its representative as their attorney irrevocable to collect and receive from the manufacturer or warehousemen any and all money that may be due him by reason and for work done for said warehousemen and manufacturer by members of the union for the employer herein, and apply said money to the payment of wages that may be or herein should the employer fail to pay his employees as is hereinbefore provided, and the balance return to the employer herein.

Tenth. It is understood between the parties hereto that the employer will at all times permit a duly accredited representative of the union to visit his shop or shops for a reasonable period from time to time for the purpose of consulting with the members of the union in his employ. It is also understood that the employer will recognize one of the members of the union in his employ representing the members of the union in his employ as shop delegate.

Eleventh. The parties of the second part hereby agree to deposit with the union a note in the sum of seven hundred (\$700) dollars as security for the faithful performance of all the conditions and covenants herein contained. That the reason why the damage is hereby fixed is because it will be impossible with any degree of certainty at this time or at any other time to determine and ascertain the actual damage that may be caused by a breach of this agreement on the part of the employer.

Twelfth. It is agreed and understood that upon a compliance with all the conditions and covenants herein contained the said mortgage and note will be returned to the employer on the 15th day of June, 1914, at the time this agreement will come and be at an end.

Thirteenth. That this contract will continue in full force and effect from the period of _____ day of February, 1913, to the 15th day of June, 1914.

In witness whereof the parties of the second part have hereunto set their hands and seals the day and year first above written, and the union has caused one of its officers to sign his name and authorized said officer to seal this agreement with the official seal of the union, the day and year first above written.

_____ [L. s.]
 _____ [L. s.]

In presence of—

THE CHILDREN'S JACKET MAKERS' UNION OF BROOKLYN. [L. s.]

AGREEMENTS WITH INDIVIDUAL EMPLOYERS.

During the progress of the strike several hundred agreements affecting the settlement of the strike were signed between individual firms and the union. All such individual shop agreements provided for a strictly union shop, and all read as follows:

Agreement made between the United Garment Workers of America (hereinafter designated as the union), in behalf of itself, the various local organizations in the city of New York and vicinity affiliated with it, and the members of such organization, and _____ (hereinafter designated as the employer), witnesseth, as follows:

First. The union agrees to use its best efforts to induce the employees of the employer, now on strike, to resume work; and further agrees to provide the employer hereafter with as many competent and skilled workers for all branches of his work as he may be able to furnish, and to induce such workers to take such employment upon the terms and conditions herein set forth.

Second. The employer agrees to reinstate all of his employees now on strike who may apply for such reinstatement, and at all times to employ only members in good standing of local organizations affiliated with the union within a reasonable time.

Third. The terms upon which such employees shall work for the employer shall be as follows:

I. A week's work shall consist of six (6) working-days, with an aggregate of fifty (50) working hours. Work on legal holidays shall be paid at the rate of double time, and overtime work on ordinary days shall be paid for at the rate of time and one-half.

II. The wages to be paid to the employees shall be at least equal to those set forth in the "Scale of wages," which is a part of this agreement and hereto attached; and in all cases in which such scale provides for payment by the week payment shall not be made by the piece or upon any basis other than weekly wages. All wages shall be paid in cash and upon the last day of each working week.

III. All workers employed in the employer's factories shall be employed and paid directly by such employer, and no contracting or subcontracting shall be permitted within such factories. No work shall be done by foot power, neither shall any charge be made to the employees for the use of power.

IV. The employer shall not have any part of his work done by contractors working outside of his factory, unless such contractors shall employ only members of the union, and shall comply with all conditions and provisions herein set forth, as far as the same are applicable to their work. No work shall be

given out by the employer to be done or finished in unsanitary buildings or places.

V. Should any difference arise between the employer and his employees, and should they be unable to adjust same amicably among themselves, such differences shall be submitted to the union for settlement, and if the decision of the latter shall be unsatisfactory to the employer the matter in dispute shall be submitted to one or more arbitrators to be selected by the parties to the dispute.

VI. The firm hereby agrees to use, in the making of coats, shoulder pads, and canvas fronts that are made by members of a local affiliated with the United Garment Workers of America, and stamped with the stamp of such local union.

VII. The cutting, trimming, and examining department shall work forty-eight (48) hours a week, to cease at 12 o'clock Saturday.

This agreement shall be in force until — day of —, nineteen hundred and fourteen.

AGREEMENT OF CLOTH EXAMINERS AND SPONGERS' UNION OF GREATER NEW YORK WITH TEXTILE UNION FINISHERS' ASSOCIATION.¹

On December 10, 1913, an agreement to last for five years was entered into between the Textile Union Finishers' Association, an organization of employers, and the Cloth Examiners' and Spongers' Union of Greater New York.

Under this agreement the employers obligate themselves: (1) In hiring help to prefer members of the union in good standing; (2) to establish a working week of 49½ hours; (3) to pay established minimum weekly rates; (4) to pay for six legal holidays; (5) to pay double rate for overtime work; (6) to use the union label; and (7) to eliminate lockouts.

In return the union obligates itself: (1) Not to furnish any help to employers who are not members of the Textile Union Finishers' Association; (2) not to grant the use of the union label to such employers; (3) to allow a certain number of apprentices per shop; and (4) to eliminate strikes and general walkouts.

The agreement provides for the establishment of regular channels for the peaceful and orderly settlement of all the grievances that may arise. For this purpose a standing committee of six arbitrators, three from each side, is provided. In case of inability of this committee to reach a satisfactory decision, a majority of its members is empowered to select an impartial seventh person to cast the deciding vote.

At the time of the signing of this agreement the membership of the union was 364, approximately 99 per cent of the total number of workers engaged in the occupations of sponging and examining in the city of New York.

¹ Cloth Examiners and Spongers' Union in June, 1914, applied for admission into membership of United Garment Workers of America.

The following is the text of the agreement:

This agreement made and entered into on this 10th day of December, 1913, by and between the Textile Union Finishers' Association, a domestic corporation, duly organized and existing under and by virtue of the laws of the State of New York, hereinafter designated as the "association," and the Cloth Examiners' and Spongers' Union of Greater New York, an unincorporated association, consisting of more than seven members, hereinafter designated as the "Union," witnesseth, as follows:

Whereas the purpose of this agreement is to maintain the present rate of wages of the members of the union in some instances, and to increase the rate of wages in other instances, to shorten the hours of labor, and generally to improve conditions and have a better understanding between the association and the members of the union;

Now, therefore, in consideration of one (\$1) dollar paid by each of the parties to the other, the receipt whereof is hereby acknowledged, and of the promises hereinafter set forth, it is a agreed as follows:

The association promises:

First. To give preference in employment to members of the union, and to only members of the union who are certified by the union to be in good standing, and on a notification from the union that an employee is not in good standing or no longer a member of the union to discharge said employee or have said employee discharged at the end of the day or week, as the case may be, when the term of such employment shall end, except that persons who are not members of the union may be employed in the cases provided for in subdivision eleventh of this agreement.

Second. To pay a minimum-wage scale as follows:

1. To examiners no less than twenty-seven (\$27) dollars per week.
2. To spongers on long and short rollers or on Hebdon or Rothholtz and other machines, and to employees papering in and out of presses, and to employees operating winding machines of all descriptions, not less than twenty-two (\$22) dollars per week;
3. To employees taking off by hand or blade, damping, hanging by woolens, book folding, hand rolling, and doubling up off rollers, not less than seventeen (\$17) dollars per week;
4. To helpers performing general utility work, to which class of work shall belong handing up, wetting out, taking down of ducks, linens, canvas, and all other articles, excepting woolens, not less than nine (\$9) dollars per week;
5. To apprentices, referred to in paragraph "thirteenth," to which the association agrees, for examiners, not less than twelve (\$12) dollars per week for the first six months of employment and not less than fourteen (\$14) dollars per week for the next six months' employment, and not less than seventeen (\$17) dollars per week for the second year's employment, and not less than twenty (\$20) dollars per week for the third year's employment, and not less than twenty-three (\$23) dollars per week for the fourth year's employment, and to spongers not less than eighteen (\$18) dollars per week for the first six months of employment, and not less than twenty (\$20) dollars per week for the next six months' employment, and to takers off not less than ten (\$10) dollars per week for the first six months of employment, and not less than twelve (\$12) dollars for the next six months of employment.

Third. To pay a minimum-wage scale for extra help engaged by the day as follows:

- I. To examiners five (\$5) dollars per day.
- II. To spongers four (\$4) dollars per day.

III. To takers off three and 50/100 (\$3.50) dollars per day.

Fourth. To make no deduction from the wages or salary of any such employee, for New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and two hours' absence on Election Day, and members of the union shall not be required to do any work on the aforesaid days, excepting for seven hours on Election Day, and in the event of any such employees performing any work in the aforesaid days, to pay the said employee for said work at the regular rate per hour in addition to said employee's regular salary, but that in no event shall any employee be required to do any work on Labor Day.

Fifth. To pay for all work performed after the regular working hours at double the regular rate per hour, excepting that three consecutive hours' work shall constitute a half day and shall be paid for accordingly. And for work performed on Sundays, at double the regular rate per hour, irrespective of the number of hours' work performed.

Sixth. To engage such employee for the remainder of the week if employed on any day of the week subsequent to the first working-day, unless at the time of such employment notice is given to the employee that he is employed by the day only, and to engage such employee for the entire week if the employment is started on the first working-day of the week.

Seventh. To affix the labels or trade-marks of the said union to all goods on which work is performed in the shop of any member of the association, but reserving unto the member of the association the manner of affixing said labels or trade-marks, at the rate of ten cents per thousand, and that no labels or trade-marks shall be affixed to goods unless the labor described on said labels or trade-marks shall have been performed by the members of the union, and on a breach of any of the terms and conditions of this contract by the member of the association, such member shall stop using said labels or trade-marks and procure and surrender to the union all of the unused labels or trade-marks in such member's possession.

Eighth. Not to cause any lockout nor to discriminate in any way or for any reason against any member of the union, excepting as against any member of the union for his failure to comply with the terms and conditions of this contract.

Ninth. To furnish to the union upon request the names and addresses of all persons interested as owner, partner, stockholder, or director of any member of the association.

The union promises as follows:

Tenth. To supply its members to members of the association, and the members of the association shall have the right to employ each and every member of the union, and the members of the union are not to work for any cloth-sponging concern, whether incorporated or not, who are not members of the association, excepting that such members of the union who can not secure employment with members of the association may obtain other employment, and except that members of the union may be employed with manufacturers of clothing who do only their own work of sponging, etc., on their own premises. It is distinctly understood and agreed, however, that preference in employment of members of the union shall at all times be given to members of the association, excepting as against any member of the association for failure to comply with the terms and conditions of this contract.

Eleventh. To permit members of the association to employ persons who are not members of the union, in the event that the union is unable to supply the number of its members required by the member of the association, or in the event that there is any unauthorized walkout by members of the union and the

union, on notice, does not immediately furnish other members to take their places, but only until such time as the union can so supply its members.

Twelfth. Not to permit its members to be employed with any concern unless such concern employs at least one cloth examiner and two cloth spongers.

Thirteenth. To grant apprentices to members of the association, one for every five journeymen members of the union employed, unless there are at least ten per cent of the members of the union of that particular calling of the business out of employment at the time, and unless a proposed apprentice to an examiner has been a member of the union for at least two years and a proposed apprentice to a sponger or taker off has been a member of the union for at least one year, but in no event may any member of the association have more than two apprentices in his employ.

Fourteenth. To permit one of the owners of the business of each member of the association to perform the work of an examiner or sponger or a taker off, even though he is not a member of the union.

Fifteenth. To provide an office with a telephone, with a man in charge of the office, to whom members of the association can apply for members of the union to go to work.

Sixteenth. That no member of the union shall at any time solicit trade, either directly or indirectly, in any branch of the cloth examining and sponging business, either for himself or any other person, firm, or corporation, or the "perching" or shrinking of goods by any members of the union on his own account.

Seventeenth. To furnish only to members of the association, and to no other person or corporation, the labels and trade-marks of the union, and the same shall be furnished to the members of the association at the rate of ten cents per thousand.

Eighteenth. There shall not be a walkout or strike by any members of the union as against any member of the association so long as such member of the association complies with the terms of this agreement and in case any such member of the association shall fail to comply with any of the terms of this agreement there shall not be a strike or walkout by any members of the union as against any other member of the association who complies with the terms of this agreement.

Nineteenth. It is hereby further mutually promised and agreed as follows:

A. That a week, under the terms and conditions of this agreement, shall begin on Monday and end on Saturday at 12 o'clock, and each day's work shall consist of nine hours, to be performed at any time between 7 o'clock in the morning and 6 o'clock in the evening, excepting on Saturday, when a day's work shall consist of four and one-half hours, to be performed at any time between 7 o'clock in the morning and 12 o'clock noon.

B. That all disputes, differences, and grievances of every kind and description as to matters covered by this agreement and as to other matters which may arise between the parties hereto or between members of the association and the union shall be submitted for arbitration to a committee, consisting of six arbitrators, three of whom shall be named by the association and the other three by the union, and in case a majority of such arbitration committee can not agree upon the subject of the dispute, difference, or grievance, such arbitration committee, by a majority thereof, shall select and agree upon a seventh person, who shall be disinterested, to sit with them in the committee, and the determination of the committee so enlarged by a majority thereof shall be final and binding upon the parties. The board of arbitrators shall meet not later than 48 hours after a grievance is submitted to them, and the matter shall then be taken up and disposed of as rapidly as possible under the circumstances, and there shall be no unreasonable delays.

C. That this agreement shall be in effect on the date hereof and shall continue in full force thereafter and up to and including the 31st day of December, 1918, and shall be binding on the present and future members of the parties hereto, and upon their respective successors, personal representatives, and assigns. In case of the dissolution of the association before the expiration of this agreement each and every member of the association who shall remain in the business after such dissolution shall conform to the provisions of this agreement relating to the hours of work, holidays, rate of wages and apprentices from the time of such dissolution up to the 31st of December, 1918.

In witness whereof the parties hereto have respectfully caused their corporate seals to be hereto affixed and these presents to be signed by their respective presidents and attested by their respective secretaries on the day and year first above written.

TEXTILE UNION FINISHERS' ASSOCIATION,
By MICHAEL BRAYER, *President*.

Attest by:

_____, *Secretary*.

CLOTH EXAMINERS' AND SPONGEES' UNION,
By ADOLPH LOEWENTHAL, *President*.

Attest by:

SOL. MILLER, *Secretary*.

AGREEMENT IN THE FUR INDUSTRY OF NEW YORK CITY, 1912.

The main causes of dissatisfaction among the fur workers were conditions of employment similar to those which characterized the men's clothing industry in New York City and other large clothing centers prior to the spring of 1913. These conditions, according to the statements of the fur-workers' union leaders, were as follows: Low wages, long working-days, inadequate pay for overtime work, no pay for legal holidays, refusal of manufacturers to deal with their employees collectively, discrimination against workers for union activity, insanitary conditions in the shops, lack of agencies for adjusting differences between employers and employees, and several other minor grievances peculiar to the fur trade.

For several years previous to the fall of 1912 various demands for the amelioration of working conditions, followed usually by strikes, had been made by the fur workers upon groups of shops in the industry, and although on many occasions these demands were complied with for a short time by the manufacturers, no lasting changes affecting the industry as a whole were accomplished. As was the case in the men's garment industry, the inability of both employers and employees in the fur industry to effect permanent changes was due primarily to the lack of proper organization among either the workers or the manufacturers. The fact that all but two fur manufacturers refused to recognize the union or deal with their employees collectively contributed largely to the merely temporary nature of changes.

THE STRIKE OF 1912.

On the 20th of June, 1912, the leaders of the fur workers' union, the membership of which at that time represented about 10 per cent of the 9,000 fur workers in New York City, issued a call for a general strike. So widespread, however, was the dissatisfaction among the fur workers that close to 9,000 workers quit work on the day when the strike was declared, leaving the whole fur industry at a standstill.

The following were the demands of the fur workers:

1. Each manufacturer is pledged to keep a preferential union shop, i. e., he should employ union men, if there are union men out of employment. Should two men apply for the same vacant job, one being a member of the union and the other a nonunion man, preference should be given to the union man.
2. The manufacturer is, however, not bound to employ the union man if the latter is not qualified to do the work he requires.
3. The employees in every shop should have the right to elect their shop chairman, whose duty should be to collect the union dues (not in working hours) and to guard against any violation being done to the articles of the contract.
4. Wages should not be changed more than twice a year. After prices are settled, nothing should be deducted or otherwise changed before the agreed time.
5. A permanent committee representing both parties should watch that the contract shall be justly executed. The decisions of that committee should be valid for both parties. Each party should have an equal number of representatives on that committee. This committee should elect an impartial chairman, who shall act as chairman over its proceedings, with the right to decide certain questions.
6. If any dispute arises in any shop, between all employees and employer, or between one employee and employer, the employer shall invite one representative of the union and one representing the associations, who shall be empowered to investigate and to settle that dispute. Should, however, their decision not be satisfactory, or should there be any disagreement between both representatives, the whole case should then be transferred to the general committee.
7. Any decision of the conference committee shall be valid, provided a majority of each party vote in its favor. If the number of votes is equal, it remains for the chairman to decide the case in question, and his decision shall be valid for both parties.
8. The conference committee may also adopt certain rules and regulations in accordance with the articles of agreement.
9. A joint board of sanitary control should be established.
10. Inside finishers' contractors should be abolished and no single contracts with men should be entered upon.
11. The payment for overtime work should be time and a half. Overtime should only be allowed in the months of September, October, November, and December.
12. The working hours should be as follows: The first five days in the week, nine hours a day, and Saturday only four hours—till 12 m.—for the whole year.

13. The following are the 10 legal holidays on which it should not be allowed to work for which it should be paid: New Year, Washington's Birthday, Lincoln's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas. All these holidays may be changed for the Jewish holidays.

14. Under no circumstances should it be allowed to work overtime on Saturday after 12 m. or on legal holidays.

15. No home work should be given out.

16. The same rules should prevail in contractors' as in inside shops. The inside shops should see that the rules prevailing in their shops should also be enforced in contractors' shops.

17. Wages should be paid weekly, and in cash.

As can be seen, the demanded conditions of employment as well as the conditions governing the future collective relations between employers and employees were fashioned to a large extent along the lines of the protocol in the cloak, suit, and skirt industry, which, ever since its promulgation in the summer of 1910, has been used as a model for agreements in all the allied needle trades. The demand for the preferential union shop, the insistence upon the establishment of an industrial court and a joint board of sanitary control, as well as the demands for abolition of home work and subcontracting, bear close resemblance to the provisions of the protocol in the cloak, suit, and skirt industry.

No claim for a minimum wage or an increase in wages was included in the general demands, the intention of the leaders being to leave this question to be settled by the employees and employers of the individual shops when collective relations were obtained.

The demand that wages should be changed not more than twice a year was strongly insisted upon by the workers as the remedy for a long-existing grievance, as changes of wages were usually made according to the movements of the fur market.

The general strike lasted 13 weeks and was bitterly contested. The demand of the workers for the recognition of the union proved to be the main point of contention, as the members of two of the fur manufacturers' associations refused to deal with their employees collectively.

During the first few weeks of the strike 34 firms not affiliated with either of the two fur manufacturers' associations signed individual agreements with the union providing for a full recognition of the union and an eight-hour working-day. However, the great majority of the manufacturers, almost 650 in number, including the 486 members of the two manufacturers' associations, refused to grant the demands of the workers until the early part of September, when the general strike came to an end.

THE SETTLEMENT OF THE STRIKE.—From almost the very inception of the strike various civic institutions, as well as public-spirited citi-

zens acting individually, endeavored to effect a settlement by formulating an agreement that would be satisfactory to both sides.

The efforts of several persons to act as mediators were unsuccessful at first, neither side being willing to accept compromises. However, as week after week passed, each week entailing additional financial losses to both sides, it gradually became easier to prevail upon both sides to come to an understanding.

In the early part of September, 1912, Dr. Judah L. Magnes, who had previously made several attempts to settle the controversy, after some correspondence succeeded in prevailing upon the manufacturers and the striking fur workers to make some concession in order to arrive at an agreement.

TEXT OF AGREEMENT OF SEPTEMBER 8, 1912.

Shortly after the exchange of the above-mentioned correspondence a conference was held, with Dr. Judah L. Magnes in the chair, at which there were present representatives of the Associated Fur Manufacturers (Inc.), the Mutual Protective Fur Manufacturers' Association, the Furriers' Union of New York and vicinity, and the Furriers' Union of Greater New York, Local No. 14263 of the American Federation of Labor.

The following agreement was entered into by all the parties present at the conference, Dr. Magnes acting as guarantor for the parties in interest:

AGREEMENT.

I. The parties have agreed that the following conditions of employment shall prevail in the shops of each of the members of each of the associations and in the shops of the contractors of said members, namely:

(1) The regular hours of work shall be from 8 a. m. to 12 noon and from 1 to 6 p. m. during the first five working-days in the week, and on Saturday from 8 a. m. to 12 noon (a half-holiday on Saturday throughout the year).

(2) Overtime work shall be paid for at the rate of time and one-half.

(3) No employee shall be required to work on any of the following holidays, to wit: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas, but the employees shall be paid for the same. But the Jewish holidays may be exchanged for these days if satisfactory arrangement for such exchange may be made.

(4) No work shall be given to or taken by employees to be performed at their homes.

(5) Equivalent sanitary conditions shall prevail in all outside shops as prevail in inside shops. (Condition No. 5 is to be interpreted in the spirit of paragraph No. 1 of this record of agreement, which reads as follows: "The parties have agreed that the following conditions of employment shall prevail in the shops and in the shops of the contractors of the said members.")

(6) Wages shall be paid weekly and in cash. The amount of wages shall be determined in January and July of each year.

(7) A conference committee shall be established which shall consist of 11 members, 5 representing the employers, 5 representing the workers, and 1 representing the public, who is to act as umpire. The decision of the umpire is to be binding in the event of a tie vote. Such a committee shall work out the modus operandi between the employers and workers as represented in this committee, and to the said committee shall be submitted all disputes that may arise during the continuance of the conditions.

(8) A joint board of sanitary control shall be established.

(9) Larger questions affecting the entire industry shall be submitted to a permanent committee, which is to be composed of three outside persons.

(10) These conditions shall be in force for a period of two years from date. On July 1, 1914, however, the conference committee of 11 shall meet to determine whether or not these conditions shall be continued and, if continued, for what further period. This committee shall render its decision on or before July 21, 1914.

II. Furthermore, it has been agreed that the following questions be submitted immediately to the conference committee for consideration:

(1) Contracting or subcontracting.

(2) Time contracts.

(3) The seasons when overtime work shall be permitted.

(It is also understood that overtime work shall be paid for at all times at high-season prices.)

III. All these conditions are to be carried out provided the workers return to work at once.

SEPTEMBER 8, 1912.

The above-quoted agreement complies with the demands of the workers, except in the first three paragraphs referring to the recognition of the union. While no official recognition of the union is mentioned in the terms of the agreement, the workers did not contest this point, considering the creation of the conference committee a basis for future collective dealing as well as an unofficial recognition of the union.

The general strike of the fur workers came to an end on September 8, 1912, after settlements in more than 700 shops were entered into. These settlements can be divided as follows:

Four hundred and eighty-six firms, all members of the two fur manufacturers' associations, accepted the agreement signed above, 187 of the independent manufacturers complied with the formulated demands of the strikers, and 34 firms accepted a union shop and the eight-hour working-day.

WORK OF CONFERENCE COMMITTEE.

Meetings of the conference committee in the fur industry have been subject to the call of the chairman and have been held whenever a dispute in individual cases or a question involving general policy demanded immediate settlement.

Though it had been decided at the first meeting of the conference committee to hold all subsequent meetings at regular intervals, this rule could not be enforced, as no working quorum could be secured at meetings the calendar of which did not include a question demanding immediate attention.

The first meeting of the conference committee was held on September 24, 1912. Dr. Judah L. Magnes, in response to whose written notices the conferees met, was unanimously elected the permanent chairman of the conference committee. The work of the conference committee at its first meeting was confined to determining rules governing the work of the committee in the future.

The following method of voting was adopted by the conferees:

In order to carry a motion it shall be necessary that the majority of the representatives of each side shall vote in favor of it. In case of deadlock the chairman shall have the decisive vote.

It was also decided at the first meeting of the conference committee that one permanent mediator be appointed for each side; the two so appointed to act immediately upon complaints from either side.

It was agreed that the conference committee should meet the first and third Monday of every month.

The decision of the conference committee with reference to the appointment of mediators was warmly welcomed by the workers whose original demand for the creation of the office of mediator was not incorporated in the terms of the agreement. The advantages to both parties in the promulgation of this rule lay in the fact that in case of a grievance on either side it would not be necessary to wait until a meeting of the conference committee to act upon a complaint.

At the meeting of the conference committee held on November 6, 1912, the importance of the function of the mediators was further emphasized when the following resolution was adopted by the conferees:

Pending the drawing of a protocol looking to the establishment of direct relations between the manufacturers' associations and the union, the following shall be the procedure in cases of dispute:

There shall be no strike or lockout, but the representatives of the conference committee from each side shall endeavor to settle the dispute. In case they are not able to settle the dispute it shall be brought before the chairman of the conference committee, whose decision shall be binding upon both parties.

Further rules relating to the mediation of grievances were devised when, at the meeting of the conference committee held on February 6, 1913, the following resolution was passed by the conferees:

Whenever a complaint against a manufacturer is made the representative of the union shall not put himself into communication with

the manufacturer until the association has been notified and been given an opportunity of settling the complaint with a representative of the union on the conference committee. It shall be his duty to refer this complaint, in the regular course, to the manufacturers' association before taking action.

At two meetings of the conference committee, held on March 13 and 25, 1913, the conferees resolved to take up for discussion and decision eight questions, the decision on two of which had been entrusted to the conference committee by the terms of the general agreement of September 8, 1912.

The eight questions then taken up related to the drawing up of a protocol to govern future relations between the manufacturers and the furriers' union.

It was understood that only in the event of each question being answered in a way satisfactory to both sides should any of the points agreed upon be regarded as a ruling of the committee; and that when each point had been settled, all of the rulings together were to be adopted as a protocol.

It was declared on behalf of the union that, whatever arrangements were worked out in the matter of hours, it would be necessary to retain the fundamental provisions of the agreement of September 8, providing for a 49-hour week.

The following were the eight questions submitted:

(1) The employers to recommend to their employees to join Furriers' Union No. 14263 of the American Federation of Labor, on condition that the union accept everyone at the regular initiation fees and without imposing any fine or making any threats whatever.

(2) Members of Furriers' Union No. 14263 are to be preferred in securing employment, other conditions, such as ability, being equal.

(3) Minimum wage.

(4) Overtime.

(5) Time contracts.

(6) Hours of work.

(7) Apprentices.

(8) Joint board of sanitary control.

After a general discussion of the eight questions, the following decisions on questions 1, 2, and 4 were adopted by the conferees:

(1) It was unanimously resolved that the employers of the associations recommend to their employees that the employees join Furriers' Union No. 14263 of the American Federation of Labor; and it was agreed by the union that all persons, irrespective of their former attitude toward the union, be accepted as members in good standing upon payment of the regular fees. It was further agreed that no fine be imposed upon anyone applying for membership and that no threat of any kind should be made.

(2) It was unanimously resolved that employers should give preference to members of Furriers' Union No. 14263 of the American Federation of Labor, other conditions, such as ability, being equal.

(4) It was unanimously resolved that the conference committee recommend to the manufacturers that, whenever possible, members of Furriers' Union No. 14263 of the American Federation of Labor be employed, instead of giving overtime work to members of the union already employed. The question of overtime work in general was postponed for future discussion.

Questions 3, 5, 6, and 7 were postponed for future discussion.

Question 8, relating to the establishment of a joint board of sanitary control, was postponed for future discussion, pending the completion of the work of the subcommittee on sanitation, the general understanding being reached that the expense of the sanitary board be borne in three equal parts by the two manufacturers' associations and the union.

At the meeting of the conference committee held on March 25, 1913, the question of overtime work on Saturday afternoons was liberally discussed, and it was unanimously conceded that overtime work on Saturday afternoon during the months of October, November, and December was essential. Owing, however, to the fact that a decision permitting work on Saturday involved a change in the terms of the general agreement, it was decided that a report relating to the above subject be presented in writing at the meeting to be held on April 29, 1913, to enable the conference committee to arrive at a final decision.

As no final decision with reference to overtime work on Saturdays could be reached at the April meeting of the conference committee, the conferees took up for discussion questions demanding immediate attention, and the following four resolutions defining relations between manufacturers and the union were adopted:

(1) That the employer has the right to discharge an employee for any legitimate business reason.

(2) That the agreement that wages shall be at a certain rate from January to July and at another rate from July to January does not of itself constitute an agreement to engage a man for the entire year.

(3) That an employee has a right to make propaganda for the union outside of business hours: *Provided*, That such propaganda is not made in an offensive or abusive manner.

(4) That the making of propaganda in a proper manner and outside of business hours is no legitimate business reason for discharging an employee.

At subsequent meetings of the conference committee during the summer months of 1913, the question of overtime work on Saturday afternoons was taken up in liberal discussion, but no decision could be reached by the conferees.

At one of the meetings in the summer of 1913 the conference committee passed a resolution submitting the question of overtime work to a referendum vote of the fur workers.

On September 21, 1913, the following resolutions were passed by the committee:

The union shall have the right to appoint one of the employees of a shop as the collector of dues, and that the collection of dues shall be permitted only during the lunch hour.

There shall be no discrimination for union activity: *Provided*, That it is not done in any way to interfere with the shop.

It was resolved, however, to suspend the operation of the above-quoted resolutions, pending the favorable decision of the referendum vote on the question of overtime work on Saturday afternoon.

The referendum vote of the workers was almost unanimously against the overtime work on Saturdays, and, consequently, the resolutions permitting "union activity," i. e., the collection of dues during the noon hour, were never put into operation, since such collections could be made on Saturdays. Subsequently, collections were, in fact, allowed during the noon hour.

As no decision could be reached by the conference committee on some of the eight questions which were to form the nucleus for a protocol to govern the relations between the manufacturers and the union, the formulation of the protocol was temporarily abandoned by the conferees.

WAGES PAID THE FUR WORKERS.

The following is the scale of wages which prevailed in the majority of shops in the two fur manufacturers' associations:

General cutters.—Best mechanics who cut all the fine work, such as sable, mink, ermine, seal, skunk, etc., earn from \$20 to \$25 from January 1 to July 1, and \$30 to \$35 from July 1 to January 1.

Medium-grade cutters.—Those who cut Hudson seal (muskrat dyed), caracul, Persian, etc., receive, from January 1 to July 1, \$13 to \$18; from July 1 to January 1, \$16 to \$25.

Cheap-grade cutters.—Those who cut rabbits, dogs, goats, marmot, etc., receive, from January 1 to July 1, \$8 to \$13; and from July 1 to January 1, \$10 to \$15.

Operators.—January 1 to July 1, \$8 to \$12; July 1 to January 1, \$12 to \$18.

Nailers.—January 1 to July 1, \$8 to \$12; July 1 to January 1, \$12 to \$18.

Finishers.—January 1 to July 1, \$7 to \$10; July 1 to January 1, \$9 to \$14.

GENERAL STRIKE AND AGREEMENT IN BOSTON, 1913.

The fundamental causes of grievances in the men's clothing industry in Boston prior to the spring of 1913 were similar to those in the same industry in New York before their abolition by the concerted action of employers and employees in the spring of the same year.

Like the causes of grievances in the New York men's clothing industry, these fundamental causes had been features of the trade for many years past and had proved for a long time the source of discontent.

The following were some of the important causes of general dissatisfaction:

Long days; low wages; poor sanitary conditions; subcontracting; inequitable distribution of work; work in tenement houses; failure to set up standardized prices for piecework; lack of cooperation between employers and employees; prevalence of piecework system, with the attendant results of long working-days.

The prevailing working hours were 54 in the large ready-made-clothing establishments and 57 in the small firms, according to the statements of union leaders. In the very small shops and in a great number of the custom-tailoring establishments, in the busy seasons of the year, the men worked 16 or 17 hours per day. One of the officials of the United Garment Workers of America maintains that in rush seasons women, after a day's work in the shops, brought home bundles of garments, and worked upon them until late at night.

As many of the workers preferred to work at home whenever late nightwork was required, the practice of long hours of overtime work in Boston, as in New York, was directly responsible for work done in tenement houses. Most of this work was done by women, who represented, according to union officials, 35 per cent of the membership of the United Garment Workers of America in Boston.

Complaints against the unsanitary conditions of the shops came largely from the employees of the smaller establishments. In the majority of the larger clothing plants sanitary conditions were all that could be desired. According to information furnished by union officials, there was proper ventilation and lighting, and the general sanitary conditions were beyond reproach. Many of the complaints originated in the shops of the contractors, where crowded quarters, deficient fire protection, poor lighting, unswept floors, and dirty windows were mainly to be found.

The following demands formulated by the joint board of the United Garment Workers of America in Boston during the strike in the spring of 1913, which led subsequently to the abolition of the

main causes of grievances, state the fundamental causes of discontent throughout the men's clothing industry in Boston :

BOSTON, *February 1, 1913.*

GENTLEMEN : On behalf of the joint board of the United Garment Workers of this city, we beg to submit to you herewith our demands upon the ready-made-clothing manufacturers of Boston :

1. A uniform 8-hour day throughout the trade.
2. Total abolition of tenement-house work.
3. The abolition of the subcontract system.
4. Improvement of the sanitary conditions in the various shops, according to the conditions and circumstances existing in each case.
5. Recognition of the union, including the rights of women and girls, as well as men.
6. All coat makers to be paid on a weekly basis ; abolition of piecework in this branch of the trade.
7. We demand the following increase in the price list for coat makers : Up to \$12 per week, 15 per cent increase ; up to \$18 per week, 10 per cent increase ; \$18 per week and over, 8 per cent increase.
8. Pants, vest, and buttonhole makers to receive a sufficient increase in piecework prices to equalize change from the basis of 10 hours per day to that of 8 hours.
9. Abolition of all overtime work.

To enforce these just demands the garment workers of this city voted unanimously to cease work until such time as they are granted. We find that under the existing social conditions, with the prevailing high cost of living and the speed under which we are compelled to work, it is next to impossible to maintain a healthy standard of living in conformity with the best traditions and customs of this country.

Should you desire to consult with a committee representing the workers, kindly communicate with our attorneys, Messrs. Boewer & Mucci, and the committee will be glad to confer with you to the end that a speedy adjustment of our demands may be effected.

Very truly, yours,

SAMUEL ZORN, *President.*
RALPH DE CUNTO, *Secretary.*

All the demands quoted above demonstrate clearly the fact that most of the causes of dissatisfaction in New York were prevalent in Boston as well, and that a change for the better in the conditions in New York, if such a change were to take place, would be extended to Boston and other large centers for manufacturing men's clothing, such being the purpose of the general campaign inaugurated by the United Garment Workers of America throughout the country. Like the suggestions for a change in conditions formulated by the unions in New York at approximately the same time, the demands of the Boston garment workers show their close relationship to the radical reforms in the women's garment industry in New York City that had been in force two years at that time.

The industrial dispute in Boston reached its acute state when, on February 3, 1913, more than 5,000 workers in both the custom-

tailoring and ready-to-wear branches of the men's garment industry went out on strike, tying up practically the whole industry in Boston. The following locals of the United Garment Workers of America were affected by the strike:

1. Coat Makers' Union No. 1.
2. Coat Makers' Union No. 225.
3. Pants Makers' Union No. 172.
4. Vest Makers' Union No. 173.
5. Lithuanian Union.

The immediate causes of the strike were two in number. The first was an attempt on the part of one of the largest clothing manufacturing companies in Boston to introduce into its shop what is popularly known as the Chicago system of labor, which aims at simplifying work. Under the old method the linings of coats were cut out in bulk, but not fitted to each individual garment. In another division of the factory fitters were assigned to this task. The company decided to eliminate the fitter. The fitter had numerous other duties which could easily be performed by unskilled labor. Accordingly the cutters were assigned the additional duty of fitting the lining to the garment, and unskilled women performed the minor functions of the fitter. This meant the substitution of unskilled women workers, earning \$6 or \$7 per week, for men who were earning approximately \$18 per week.

This is but one instance of new methods aiming at the simplification of work that this company introduced in order to decrease the cost of production.

This company has always operated its factory as a union shop. An arrangement existed between the company and the union whereby all differences of opinion were to be settled by arbitration. When the workers objected to the changes above mentioned, the management declared its willingness to arbitrate, providing the employees were willing to continue at their work pending the decision of the arbitrators. This the workers refused to do, and left the shop in a body.

The second immediate cause of the strike was the rumor that the Boston manufacturers were making garments for the New York clothiers, whose employees were on strike at the time. Whether or not this rumor was based on facts it undoubtedly served as a contributory cause for the walkout.

The demands of the employees as formulated by the joint board of the United Garment Workers of America in Boston were met readily enough by almost all of the smaller manufacturers and custom tailors, but the larger manufacturers of ready-made clothing, who constituted the membership of the Wholesale Clothing Manufacturers' Associa-

tion, 19 in number, refused at first to grant any of the demands, upon the ground that they could not compete successfully with other markets unless the conditions of the trade in Boston were the same as in other cities.

Many prolonged conferences were held in an effort to bring about a settlement. The Boston Chamber of Commerce made the attempt, but failed. The State board of conciliation and arbitration was equally unsuccessful.

The mayor of the city arranged another conference, which, like the previous conferences, accomplished nothing. In the conference arranged by the mayor the following statement was made by the larger clothing manufacturers' association:

The attitude of labor is to make an example of the Boston strike that will serve as the basis for settlements all over the country. They say that the union officials were not satisfied with the terms agreed upon in New York, Baltimore, and Rochester, but have come to Boston with the determination to win their fight at whatever cost. Chief among these demands is that of recognition of the union. The question of wages and hours, the manufacturers believe, would, as a last resort, be submitted to arbitration willingly by their opponents.

Recognition of the union is just as firmly fought by the manufacturers to-day as in all previous discussions. The manufacturers assert that they have their capital invested and should have the right to manage their affairs as they see fit. They particularly object to the provision in the settlement draft which calls for the election of a shop chairman to treat with the manufacturers when difficulties arise.

However, the decision of the larger manufacturers did not affect in any way the original intention of the custom tailors and small ready-made-garment manufacturers to meet the demands of their employees. In the first three weeks of the strike, about one-fourth of the strikers in the custom-tailoring branch of the industry returned to work, their employers signing the agreement specified elsewhere. By the end of the seventh week of the strike all of the custom tailors, special-order tailors and the small ready-made-garment manufacturers not connected with the association signed an agreement, as given below, and their men returned to work. This brought the number of workers employed to about one-third, leaving two-thirds still out on strike against the firms in the Wholesale Clothing Manufacturers' Association.

The agreement signed by each of the custom-tailoring establishments and their employees is as follows:

This agreement made on the — day of —, 1913, between ———, of the first part, and the joint executive board of the United Garment Workers of America, of Boston, of the second part, witnesseth:

The party of the first part hereby agrees to recognize the United Garment Workers of America as an organization and to deal with its members col-

lectively through their elected representatives. This shall apply to all members without regard to sex.

The party of the first part agrees to employ none but members of the United Garment Workers of America in the manufacture of garments.

The party of the first part further agrees to establish an 8-hour day and the hours of labor shall be from 8 to 12 a. m., and from 1 to 5 p. m., overtime work being allowed for 2 hours each day and full pay being allowed for overtime work.

The party of the first part further agrees as follows :

1. No work shall be done in tenement houses.
2. No work shall be done through subcontracts.
3. Sanitary conditions shall be to the satisfaction of the shop committee of the workers.
4. All coat makers shall be paid on a weekly basis and piecework in this branch of the trade shall be abolished.
5. Wages to be adjusted to the satisfaction of the shop committee of the workers.

In the event of any breach of the conditions aforesaid the party of the first part agrees to confess judgment for \$100, which the party of the second part agrees to accept as liquidated damages.

In consideration of the promises on the part of the party of the first part, the party of the second part agrees to furnish the party of the first part, as far as possible with skilled, capable help in business. And the party of the second part further agrees to make every effort to obtain a peaceable adjustment of all differences.

This agreement shall be binding on the parties until February 10, 1914.

In witness whereof the parties to this agreement have hereunto set their hands on the day and year above written.

This agreement, by complying with all the demands of the joint board of United Garment Workers in Boston, removed from the custom branch of the men's clothing industry all the objectionable features which had formed for a number of years the main causes of discontent. Besides recognizing fully the union, the agreement establishes an 8-hour day in the industry—an industry that had been known for years on account of its "sweatshop" system with its unlimited hours of work.

This agreement prohibits work in tenement houses—that is, the manufacturing of garments in workers' homes under insanitary conditions—both in the daytime and at night.

The clause in the agreement with reference to subcontracting abolishes an evil that has developed as a natural result of the old "task system" of making garments. Its abolition means to the workers an actual guaranty of a system of standardization of wages and prices, as well as other terms of employment.

The clause referring to sanitation, while not specifying means and agencies of insuring the existence of sanitary conditions, contains a

promise of amelioration of conditions. The insanitary conditions were unbearable in those shops where the manufacturing of garments, previously done on a small scale, had grown to such an extent as to render space and ventilation inadequate for the greatly increased number of employees.

Paragraph 4 of the agreement removes from one occupation in the trade a continued source of wrangling and disagreement. For a number of years the workers had been expressing a desire for the abolition of piecework with all its attendant complications, such as inability to agree upon a price, inability to establish a minimum for prices, etc. Paragraph 4, therefore, was strongly insisted upon by the strikers, as it paved the way for further changes along identical lines.

The agreement signed by the small ready-to-wear-garment manufacturers is as follows:

This agreement made on the — day of —, 1913, between — of the first part and the joint executive board of the United Garment Workers of America of Boston of the second part, witnesseth:

The party of the first part hereby agrees to recognize the United Garment Workers of America as an organization and to deal with its members collectively through their elected representatives. This shall apply to all members without regard to sex.

The party of the first part agrees to employ none but members of the United Garment Workers of America in the manufacture of garments.

The party of the first part further agrees to establish an 8-hour day, and the hours of labor shall be from 8 to 12 a. m. and from 1 to 5 p. m.

The party of the first part further agrees as follows:

1. No work shall be done in tenement houses.
2. No work shall be done through subcontracts.
3. Sanitary conditions shall be to the satisfaction of shop committee of the workers.

4. All coat makers shall be paid on a weekly basis, and piecework in this branch of the trade shall be abolished.

5. The following increase in the price list for coat makers shall be paid: Up to \$12 per week, 15 per cent increase; \$12 to \$18 per week, 10 per cent increase; \$18 and over per week, 8 per cent increase.

6. Pants, vest, and buttonhole makers shall receive a sufficient increase in piecework prices to equalize change from the basis of 10 hours per day to that of 8 hours.

In the event of any breach of the conditions aforesaid the party of the first part agrees to confess judgment for \$100 which the party of the second part agrees to accept as liquidated damages.

In consideration of the promises of the party of the first part the party of the second part agrees to furnish the party of the first part, as far as possible, with skilled, capable help in business.

The agreement shall be binding on the parties until April 17, 1915, unless terminated at the end of one year by 60 days' previous notice in writing.

In witness whereof the parties to this agreement have hereunto set their hands on the day and year above written.

_____,
_____,

EQUIVALENT PRICES IN COAT MAKING IN THE MEN'S GARMENT INDUSTRY IN BOSTON BEFORE AND AFTER THE STRIKE OF FEBRUARY 1, 1913.

Occupation.	Price before strike.	Price after strike.	Occupation.	Price before strike.	Price after strike.
Piecework.			Week work— Concluded.		
Trimmers:			Shapers:		
First class.....	\$0.06	\$0.08 to \$0.10	First class.....	\$18.00 to \$20.00	\$21.00 to \$24.00
Second class.....	.05	.06 to .08	Second class.....	16.00 to 18.00	19.00 to 22.00
Third class.....	.04½	.06	Third class.....	16.00 to 18.00	18.00 to 22.00
Pocket makers:			Finishers:		
First class.....	.11	.17 to .20	First class.....	6.00 to 10.00	8.00 to 14.00
Second class.....	\$0.08 and .09	.13 to .15	Second class.....	5.00 to 8.00	7.00 to 12.00
Third class.....	.07	.16 to .18	Third class.....	2.40 to 6.00	9.00 to 12.00
Basters:			Sleeve makers:		
First class.....	.18 to .22	.28 to .33	First class.....	8.00 to 11.00	11.00 to 14.00
Second class.....	.17 to .19	.18 to .24	Second class.....	8.00 to 10.00	11.00 to 13.00
Third class.....	.10 to .12	.14 to .17	Third class.....	6.00 to 9.00	9.00 to 12.00
Week work.			General operators:		
Seamers:			First class.....	16.00 to 18.00	18.00 to 24.00
First class.....	20.00 to 22.00	23.00 to 27.00	Second class.....	14.00 to 16.00	17.00 to 20.00
Second class.....	18.00 to 20.00	20.00 to 25.00	Third class.....	13.00 to 15.00	16.00 to 18.00
Third class.....	16.00 to 20.00	18.00 to 24.00	All padding machines.....	7.00 to 9.00	10.00 to 13.00

All workers above specified, including pieceworkers, are now working on the week basis, which consists of not more than 50 hours.

Before the strike in the coat-making trade the time worked by week workers consisted of from 54 to 60 hours, and the week for the pieceworkers consisted of from 60 to 65 hours, while at the present time all are working 50 hours per week.

Thus these two agreements granted the chief demands of the strikers. Both provide for a union shop and an eight-hour day. In the matter of overtime, no extra pay is provided for in the ready-made-garment agreement, while the custom-tailoring agreement permits not more than two hours of overtime per day, removing thereby the possibility of the smaller shops drifting back into the old rut of excessively long hours of work at night.

In both agreements tenement-house work and subcontracting are abolished, and in both agreements a shop committee of the workers is to be the judge of sanitary conditions. Piecework is abolished in coat making, thus paving the way for further changes from the piecework to the week system of work. In the custom-trade agreement, no precise wages are agreed upon, but are to be arranged between the employer and a shop committee of workers. The ready-made-garment agreement provides for an average increase of about 10 per cent to coat makers and a proportional increase to pieceworkers engaged in making pants, vests, and buttonholes.

Shortly after the last of the smaller manufacturers had signed the agreement quoted above, a determined effort to effect a peaceful settlement of the strike in the wholesale clothing industry was made by the members of the Wholesale Clothing Manufacturers' Association. The result of this effort was that Mr. Marcus M. Marks, ex-national

president of the Clothiers' Association of America, and Mr. Meyer London, counsel for the unions of New York City, were invited to come together and reach an amicable solution of the dispute. On April 16 Messrs. Marks and London arrived in Boston and immediately proceeded to arrange a conference. The result of the conference was that the articles hereinafter quoted were agreed upon and signed by both parties.

The terms of the agreement are practically those which were asked for by the joint board at the outset, although on its face the agreement does not seem to grant to the employees all the changes in conditions granted in the agreements signed by both the custom tailors and the smaller ready-made-garment manufacturers. While the words "union" and "union shop" are not mentioned in this agreement subsequent developments prove conclusively that the shops became thoroughly unionized, none but union help being employed in any of the larger houses.

TERMS OF SETTLEMENT OF BOSTON STRIKE.

BOSTON, *April 17, 1913.*

We, the undersigned, hereby establish the following conditions of employment in our manufacturing departments and in our contractors' shops:

1. That the hours of labor shall be not more than 50 per week.
2. That wages shall be advanced not less than \$1 per week for week workers.
3. That the prices for pieceworkers be so increased as to yield the same increase in wages as above provided for week workers.
4. Subcontracting to be abolished.
5. The best standards of sanitary conditions to be maintained in all the shops.
6. There shall be no discrimination against any worker for insistence upon faithful performance of this covenant; or because one may act as shop chairman or member of shop committee.
7. There shall be no discrimination on account of quiet and orderly collection of dues during lunch hours.
8. There shall be a general committee of three men satisfactory to both employers and workers, to continue during the term hereof, which shall be charged with the duty of enforcing its terms, and the adjustment of any dispute hereunder.
9. These terms shall be in force for two years from this date, unless terminated at the end of one year by 60 days' previous notice in writing.

MARK ANDREWS & Co.	RHODES & RIPLEY CLOTHING Co.
BARON, ANDERSON Co.	RICE, SEYWARD & WHITTEN Co.
S. BERGSON & Co.	SCOTT & Co. (LTD.).
GOLDBERG BROS.	SHERMAN WELTON Co.
HYMANS BROS.	A. SHUMAN & Co.
LEOPOLD MORSE Co.	E. R. SMITH & Co.
S. W. LOOMIS Co.	TALBOT Co.
S. A. & H. MEYERS.	THOMPSON, SNOW & DAVIS Co.
PEAVY BROTHERS & Co.	JACOB FALKSON & Co.
PIERCE, BILLINGS & Co.	

Paragraph 8 of the above-quoted agreement has never been put into operation, all disputes being adjusted between a committee of workers and the employer of the individual shop.

GENERAL STRIKE AND AGREEMENT IN ROCHESTER, 1913.

The general movement for the amelioration of working conditions and toward a better understanding between employers and employees collectively in the men's clothing industry extended to Rochester, N. Y., at about the same time that efforts in the same direction were made in other large cities. This city has been for a number of years one of the leading centers in the manufacturing on a large scale of ready-to-wear men's clothing and the conditions in Rochester, before this movement effected the changes, were similar to those in New York, Boston, and other large clothing centers. While the changes in conditions introduced in 1913 were not so sweeping in character as in New York City or Boston, much was accomplished toward placing the industry in Rochester on a level with other cities in the matter of bringing the employers and employees to a better understanding, paving the way for the introduction of methods of collective bargaining and adjustment of grievances.

The fundamental causes of discontent among workers in New York and Boston existed also in Rochester, with the result that, when the United Garment Workers of America inaugurated their campaign throughout the country, the Rochester locals of the union fell in line with other cities and insisted upon the extension of the reforms to their city.

The process of reaching an agreement effecting these changes took a longer period of time and presented more difficulties in Rochester than in other cities, due to an absolute lack of precedents governing collective relations between the two parties to the dispute. While in other cities, such as New York and Boston, the agreements reached in 1913 established in most cases permanent agencies for collective settlement of differences, there had existed previous to the signing of these agreements temporary agencies of a similar nature. Moreover, a great number of manufacturers in New York and Boston had been dealing with their employees through the accredited representatives of the union for years previous to the official recognition of the union agreed to in 1913.

These precedents were lacking in Rochester, where all agreements as to conditions of employment were reached between employers and employees as individuals only.

The Rochester clothing manufacturers refused steadfastly to deal with their employees as an organized body, going so far as to refuse arbitration of the difficulties during the strike with them, basing

their refusal on the belief that such arbitration would mean at least a partial recognition of the union.

The decision of the Rochester clothing manufacturers to recognize the union was not reached until later, in March, after the settlement of all the differences in other clothing centers had been effected.

The course of the movement toward better mutual understanding and general amelioration of conditions in Rochester was similar to the movements preceding it in both New York and Boston.

On January 22, 1913, 6,500 garment workers in Rochester decided to declare a general strike. On the following day, 7,800 walked out from the factories and shops; and four days later a total of 10,000 workers were affected by the strike, leaving the entire industry in Rochester at a standstill. The reasons for the strike as given by the union leaders were as follows:

The making of garments for strike-bound houses in New York; the practice of subcontracting in factories; long and fatiguing hours of employment; inadequate pay for overtime; no increase in wages in the last 10 years proportionate to the cost of living; the denial of any right to belong to a labor organization; dismissal and black-listing of men and women for union activity; no opportunity to present grievances of employees through a shop committee, but only as individuals, who are at a distinct disadvantage.

The conditions under which the strikers declared their willingness to resume work were formulated as follows:

(1) Abolition of subcontracts; (2) forty-eight hours to constitute a week's work; (3) overtime to be paid for at the rate of time and one-half, pieceworkers' price and one-half; legal holidays double time, pieceworkers double price; (4) 20 per cent increase in wages for pieceworkers, 10 per cent for week workers; (5) no discrimination against any employee for being a member of the United Garment Workers of America; (6) if in the future any difficulties arise between the employer and the employee, the matter is to be adjusted by a shop committee and the firms; if they fail to agree, the matter shall be referred to an arbitration committee, composed of one selected by the employer and one selected by the union, and the two so selected shall in turn select the third arbitrator.

In reply to these demands the following statement, issued by the Rochester Clothiers' Exchange and defining the manufacturers' attitude in the controversy, appeared in the press addressed to the public of Rochester:

To the Rochester public:

A general strike has been declared in the clothing trade, Rochester's greatest industry. The situation is the result of a series of meetings conducted by labor organizations and agitations from New York City and elsewhere. Up

to the time the general strike was declared the only complaint made was that the Rochester market was manufacturing garments of New York City manufacturers.

We, the undersigned clothing manufacturers of Rochester, emphatically deny that we have attempted to manufacture any garments on behalf of New York manufacturers. We have denied this to our employees, but to some without avail. We can prove positively the truth of this statement.

We wish it known that the garment trouble is based on false grounds, and in our opinion is the result of agitation designed sympathetically to affect the New York City clothing strike.

We want the Rochester public to understand that individually every firm whose name is hereto subscribed has been and still is most willing to give ear to any suggestion of complaint from any or all of the workers of its plant. We further wish to have it known that we are quite keenly interested in the welfare of our workers as they themselves.

It is a positive fact, the truth of which we urgently ask the public to ascertain, to its own satisfaction, that the majority of those workers who have left their employment, have left and are now remaining away from their work only because of threats, intimidation, and fear of violence. We shall try to reopen our manufacturing departments in full on Monday. If, however, sufficient workers are not on hand to enable us to work efficiently, we shall be obliged to close our factories for an indefinite period.

L. ADLER BROS. & Co.

AUGUST BROS. & Co.

L. BLACK Co.

A. DINKELSPIEL Co.

GABSON, MEYER & Co.

HICKEY-FREEMAN Co.

LOUIS HOLTZ & SONS.

LEVY BROS. CLOTHING Co.

MCGRAW, BENJAMIN & HAYS.

MICHAELS, STERN & Co.

ROSENBERG BROS. & Co.

SOLOMON BROS. & LAMPERT.

STEEFEL, STRAUSE & CONNOR.

THE STEIN-BLOCH Co.

(Dated) FEBRUARY 6, 1913.

ACTIVITY OF THE NEW YORK STATE BUREAU OF MEDIATION AND ARBITRATION.

From almost the very beginning of the strike the New York State Bureau of Mediation and Arbitration made repeated efforts to effect a peaceful adjustment of the differences. These efforts were unsuccessful at first, the manufacturers refusing to give any but a verbal promise to meet some of their employees' demands and the latter demanding a written guaranty. Toward the middle of February the State board of mediation and arbitration succeeded in inducing the manufacturers to meet shop committees of their employees, who submitted to each of the manufacturers copies of the demands, which are quoted on page 145.

The replies of the employers differed but slightly and were generally as follows:

Request No. 1. Agreed to.

Request No. 2. No.

Request No. 3. Agreed to as applied to dayworkers, but not as to pieceworkers, the manufacturers claiming that the pieceworkers

had taken advantage of scale to do work after hours that they could have finished on straight time.

Request No. 4. No.

Request No. 5. Agreed to.

Request No. 6. Not agreed to because it involved recognition of the union and would make necessary the submission of questions of arbitration that are not mentioned in the list. The employers, however, agree to receive their employees either as individuals or by committees for the discussion of all differences that might arise.

In addition to their statement to the committee, the manufacturers sent the following letter to the press, making it part of their reply:

To the clothing workers of Rochester:

We were waited upon to-day by employees' committees, and in response to their printed demands advised them substantially as follows:

We do not believe in subcontracting and will abolish such practice where existing among us. We can not consider a change from the present 54-hour week to a 48-hour week, nor grant any general increase in wages. Competition absolutely forbids. Wages in the clothing industry of Rochester are, as a matter of fact, high by comparison. Actual figures show that the present wage scale in a representative Rochester clothing factory is materially higher than the average wage in the clothing industry in the United States.

If the wage paid by us were not as high as the wages paid in other Rochester industries, we would experience difficulty in getting workers. This has obviously not been the case.

If the wages paid by us were not as high as the wages paid in competitive clothing markets we could and would undersell other markets and an abnormal increase in business would follow. This, also, has not been the case.

A knowledge of conditions convinces us that were we to increase our cost of manufacture we would not be able to meet the competition of other markets.

We believe in the principle of the "open shop," and because of this belief we intend to continue our business on this principle. This means that we should not and we do not discriminate against an employee for being a member of any organization. It, however, also means that no plan or suggestion that might be submitted to us, involving a violation of the principle of the "open shop" can be or will be considered by us.

We have considered with free and open minds all questions involved in the present situation, and we have tried to reach our conclusions with a spirit of fairness toward the workers as well as toward ourselves. We are sincere in our conviction that the demands which we have refused are unreasonable to ask and impossible to grant; and we can but trust that the clothing workers of Rochester will soon realize the truth of our statements and the justice of our position.

Signed by—

L. ADLER BROS. & Co.

L. BLACK Co.

GARSON, MEYER & Co.

LOUIS HOLTZ & SONS.

MICHAELS, STERN & Co.

SOLOMON BROS. & LAMPERT.

THE STEIN-BLOCH Co.

AUGUST BROS. & Co.

A. DINKELSPIEL Co.

HICKEY-FREEMAN Co.

LEVY BROS. CLOTHING Co.

MCGRAW, BENJAMIN & HAYS.

ROSENBERG BROS. & Co.

STEEFEL, STRAUSE & CONNOR.

As only a verbal promise to maintain these conditions could be obtained, the strikers voted not to accept these terms.

On the 17th of March, shortly after the New York State bureau of mediation and arbitration had suggested to both parties an investigation of the industry in Rochester with a view to airing the differences, the clothiers' exchange submitted to the mediators the following proposals setting forth their conditions of settlement:

1. Abolition of subcontracting.
2. Fifty-two hours to constitute a week's work.
3. Overtime to be paid at the rate of time and one-half for week workers.
4. Pieceworkers to be compensated for the time lost by the operation of the 52-hour week.
5. No work to be performed on the following legal holidays: Decoration Day, Fourth of July, Labor Day, Christmas, and New Year.
6. No discrimination against any employee for being a member of the United Garment Workers of America, nor shall there be any discrimination against anyone now out on strike.
7. Manufacturers will meet and treat with individuals and committees of employees.
8. Employees now on strike will be reemployed as rapidly as possible, and before any additional help is engaged.

As the New York State Bureau of Mediation and Arbitration agreed to serve as guarantor of the manufacturers' proposal, the strikers voted on March 19 to accept the terms of the settlement and the strike was officially declared at an end.

Thus the terms of the settlement of the strike removed from the trade in Rochester most of the features long objected to by the workers. While no increase in wages is stipulated in the agreement, a substantial reduction in hours was obtained by the workers, as previous to the strike the prevailing hours were from 54 to 56 per week. Subcontracting, one of the main causes of grievances, was abolished, insuring to the workers an apparently equitable distribution of work and earnings.

The conditions stipulated in paragraphs 3 and 5 grant to the employees advantages which were insisted upon by the union all through the dispute, as previous to this no extra pay for overtime work and no holidays were allowed to the workers in the men's clothing industry in Rochester.

It was, however, in paragraphs 6 and 7 that the radical change in conditions was obtained.

Paragraph 6 of the proposal, while on the face of it assuring only no discrimination against workers for union activity, contains at least a partial recognition of the union as previous to that time membership in a union was considered a sufficient cause for discharge.

Paragraph 7 of the agreement reflects in its terms the general trend of the industry toward the establishment of collective bargaining. Previous to this time no firm in Rochester dealt with its employees as a body. No agreement as to terms and conditions of employment had previously been made with groups of employees—all such agreements being made between employers and individual workers. The assurance that the manufacturers would meet and treat with committees of employees opened the way toward the establishment of uniform wages and prices paid to workers in the various occupations in each shop.

Subsequent to the settlement of the strike a voluntary reduction of working hours—from 52 to 50—to take effect May 1, 1914, was granted by the Rochester men's clothing manufacturers to all their employees.

AGREEMENTS WITH INDIVIDUAL EMPLOYERS.

The use of the union garment label has been granted in the past and is granted at the present time by the United Garment Workers' Association to manufacturers who comply with all the conditions of employment stipulated in the agreements between each individual firm and the United Garment Workers' Association.

These individual agreements read as follows:

AGREEMENT.

This agreement entered into by and between the firm of _____, party of the first part, and the United Garment Workers of America, party of the second part, witnesseth:

That in consideration of the use of the trade-union label of the party of the second part, the party of the first part agrees to abide by the rules and conditions governing the party of the second part as prescribed by their international constitution, and this agreement.

1. All employees engaged in the manufacture of garments for the party of the first part must be good-standing members of the party of the second part. The party of the first part further agrees that during the slack season the work will be so divided that each employee will receive approximately an equal amount of work.

2. All proper sanitary conditions shall be observed in all shops manufacturing goods for the party of the first part who especially agrees to comply with all the requirements of the State laws relating to workshops.

3. Said shops shall not be operated longer than _____ hours in any one week, to end Saturday at 12 o'clock noon.

4. The party of the first part shall manufacture only in shops owned and operated by said party and equipped with mechanical power.

5. The said party of the first part further agrees that they will not use any of said labels after notification that the privilege to use same has been withdrawn, or when said party of the first part abrogates this agreement.

6. The said label shall be in charge of a member designated by the party of the second part, employed in said shop, who shall keep an account of same. The

label shall at all times be considered the property of the party of the second part, and all labels on hand shall be returned to said party immediately upon notification that the privilege to use the same has been withdrawn.

7. The party of the first part agrees to pay for the use of labels that have been sewed in garments in the process of manufacture only at the rate of — per thousand labels, payment to be made to the local label secretary exclusively by check, made payable to the order of B. A. Larger, general secretary, until further notice.

8. The party of the first part shall abide by the union conditions in the respective branches of the trade.

9. Should any differences arise between the firm and the employees, and which can not be settled between them, the said differences shall be submitted to the general officers of the United Garment Workers of America for adjustment. Should this not prove satisfactory, the subject for dispute shall be submitted to an umpire to be mutually selected for final decision.

10. Party of the first part agrees to abide by the conditions further specified in the supplementary agreement hereto attached. This agreement is not valid unless approved of by the general executive board of the United Garment Workers of America.

11. The party of the first part shall forfeit for one year the privilege of said label if proven that said party has aided or abetted in the violation of article 10 of the constitution relative to the rules governing the use of the union label.

The party of the second part agrees to do all in its province as a labor organization to advertise the goods and otherwise benefit the business of the party of the first part.

This agreement to go into effect on the — day of —, 191 , and terminate one year from said date.

(Copy of seal.)

Signed by the party of the first part.

Signed by party of the second part.

Executed at ————— on the — day of —, 191 .

AGREEMENT OF UNITED GARMENT WORKERS WITH UNION-MADE GARMENT MANUFACTURERS OF AMERICA.

In 1901, 50 of the firms engaged in the manufacture of union-made garments formed an association officially designated as the Union-Made-Garment Manufacturers of America. The 50 firms forming this association represent the largest plants of the industry, their aggregated working force comprising 80 per cent of the entire number of workers employed in the making of union-label garments—about 30,000.

The objects of this association were the promotion of a better mutual understanding among the manufacturers of union-made working garments, the promotion of a healthy growth of the manufacture of union-made workingmen's garments, the proper adjustment of grievances, the enforcement of uniform conditions in the trade, and the abolition of unfair competition.

The articles of the constitution of this association are as follows:

CONSTITUTION.

ARTICLE I.

This association shall be known as the Union-Made-Garment Manufacturers of America.

ARTICLE II.

The object of this association shall be the promotion of a better mutual understanding among such manufacturers and the promotion of a healthy growth of the manufacture of union-made workmen's garments under proper conditions in the United States and Canada, for the correction of existing abuses, and a proper adjustment of such abuses as may hereafter develop.

ARTICLE III.

Application for membership to this association must be accompanied by the initiation fee of \$20, which shall also be considered as annual dues, and such applicant shall become a member of this association at once upon application being approved by a majority of the executive board.

ARTICLE IV.

SECTION 1. The officers of this association shall consist of a president, vice president, second vice president, recording secretary, general secretary, and treasurer, who shall be elected at the annual meeting of this association, and shall hold the office until their successors are elected.

SEC. 2. The governing body of this association shall consist of an executive board composed of the six officers above named with six additional members to be elected by the association at the same time and in the same manner as the officers above mentioned.

ARTICLE V.

SECTION 1. The duty of the president of this association shall be to preside over all meetings, attend disputes between the members, adjust differences, and attend to other work usual to the office of president. He shall also keep a record of the work performed by him, and make a detailed report of the same at the regular meetings. All actions of the president shall be under the direction of the executive board.

SEC. 2. The duties of the vice president and second vice president shall be to take the place of the president, when the latter is indisposed or otherwise unable to attend to his regular duties.

SEC. 3. The duty of the recording secretary shall be to notify the members of the meetings of this association, keep a correct record of the proceedings of the meetings, and publish same in pamphlets, books, papers, etc.

SEC. 4. The duties of the general secretary shall be to take charge of all correspondence, give his prompt attention to same, and to look after matters pertaining to the welfare of the members of this association. If deemed advisable by the committee in charge, he shall pay an annual visit to all factories of the members of this association. His particular duty is, as far as possible, to adjust disputes that may arise between the members of this association and

the United Garment Workers of America. He shall be under the control of the committee in charge of the office of general secretary, appointed by the president for this purpose, who shall from time to time supervise his work and authorize him to make such trips as deemed necessary to the interest of our association. He shall report continually to the executive committee of our association. His salary shall be determined by the association in convention assembled.

SEC. 5. The duty of the treasurer will be to receive and take charge of all funds of the association. He shall pay all warrants regularly drawn on him by the auditing committee. He shall be personally liable for any misappropriation of the funds in his care, and at the regular meeting shall send full report of all moneys received and paid out by him, together with any other information in his possession of importance to the association.

SEC. 6. It shall be the duty of the executive board to act on all complaints, when made in writing, against the members of this association. They shall act upon all applications for membership, and shall have power in all matters not otherwise provided for, and shall submit at each meeting a detailed report of their actions since the last preceding meeting.

ARTICLE VI.

All amendments of this constitution shall be submitted in writing and shall be handed in not less than 30 days previous to the stated meeting at which they are to be acted upon. It shall be the duty of the executive board to furnish a copy of the proposed amendment to each member of this association, and a two-thirds vote shall be required for the adoption of any amendment.

BY-LAWS.

ARTICLE I.

Stated meetings shall be held annually. The annual meeting shall be held in New York City the first Tuesday in October. Special meetings to be called at such time and place as deemed advisable by the executive board.

ARTICLE II.

Fifteen members of this association shall constitute a quorum for the transaction of business.

ARTICLE III.

The annual dues of this association shall be \$20 per year, to be paid annually in advance on or before the 1st of January of each year, in addition to the authorized assessments levied by the committee in charge of the general secretary's office. Members in arrears for dues and assessments for the preceding year at the time of the October meeting, shall be dropped from membership without action.

ARTICLE IV.

All bills against this association shall first be approved by the auditing committee.

ARTICLE V.

All points not provided for in this constitution and by-laws shall be governed by Robert's Rules of Order.

ARTICLE VI.

All amendments to these by-laws shall be submitted in writing and shall be handed in not less than 30 days previous to the stated meetings at which they are to be acted upon. It shall be the duty of the executive board to furnish a copy of the proposed amendment to each member of this association, and a two-thirds vote shall be required for the adoption of any amendment.

ARTICLE VII.

ORDER OF BUSINESS.

1. Roll call.
2. Reading minutes of preceding meeting for approval.
3. Report of president.
4. Report of the general secretary.
5. Report of the treasurer.
6. Report of chairman of the executive committee.
7. Report of the board of directors who have in charge the office of the general secretary.
8. Introductions of resolutions, same being referred to special committee.
9. Reports of committee on resolutions.
10. Reports of special committees.
11. Unfinished business.
12. New business.
13. General discussion for the good of the association.
14. Reading minutes of the current meeting for correction.
15. Adjournment.

Shortly after its formation the association entered into a "gentlemen's" agreement with the United Garment Workers of America with a view to defining the mutual obligations of both parties.

This agreement, besides holding the two parties to the terms of the individual agreement heretofore quoted, provided for the rules governing collective adjustment of differences and imposed upon the two parties the enforcement of a uniform minimum-wage scale throughout the plants operated by the members of the association. It also provided for rules governing the withdrawal of the union label by specifying that no local of the United Garment Workers of America can order the removal of the label without the official sanctioning of the order by the executive board of the United Garment Workers of America.

In June, 1905, the executive board of the Union-Made-Garment Manufacturers' Association requested the annual executive board of the United Garment Workers to participate in a joint wage-scale conference during the convention of the manufacturers' association to be held one month later. The United Garment Workers' Association complied with this request and appointed a committee of five for the conference. This established a precedent in the matter of collective bargaining, as thereafter all prices were discussed and decided upon in joint conferences.

The following is the official report of the first joint wage conference held in Atlantic City, N. J., July 23 to 25, 1905:

REPORTS OF JOINT WAGE-SCALE CONFERENCE COMMITTEE.

First Joint Wage-Scale Conference, held in parlor A, Grand Atlantic Hotel, Atlantic City, N. J., July 24, 25, 26, 1905.

The manufacturers' association was represented by:

President, H. S. PETERS.

First vice president, THOMAS E. GORING.

Second vice president, A. E. LARNED.

Recording secretary, THEODORE A. WHITE.

General secretary, WALTER CHUCK.

MESSRS. BUSCHMANN, NUNNALLY, McDONALD, CORSEY, MORRIS, BARTRUM.

The United Garment Workers of America was represented by:

President, THOMAS A. RICKERT.

Secretary, B. A. LARGER.

Treasurer, HENRY WAXMAN.

MISS LILLIE E. FREDERICKS.

MISS MARGARET C. DALY.

At the suggestion of the representatives of the United Garment Workers of America, Mr. H. S. Peters was selected as the chairman for the joint wage-scale conference and Messrs. Larger and White as secretaries. Mr. A. E. Larned, of Larned, Carter & Co., second vice president, who officiated as chairman several times during the different conferences, rendered valuable assistance.

Mr. Thomas E. Goring, representing Sweet, Orr & Co., was selected as spokesman to exemplify and explain to the joint meeting the various garments submitted and working scale attached thereto.

The first garment submitted was a "high-grade" full pants cut-band overall, to be known and placed upon record as Exhibit "A."

EXHIBIT "A."

Whereas the description or specification on page 2 of the Buffalo scale is not complete as to what constitutes a finished garment: Be it

Resolved, That for the sum of 84 cents the following description or specifications shall constitute a standard garment:

1. Two-seamed band overall, which seams, both out, inseam and back, shall be double sewed; double-stitched back crotch piece when necessary; where seams are felled by hand on single-needle machine same shall be an extra charge.

2. Band cut solid, V in center of back, turned, stitched, and tacked; band single stitched on, turned over and stitched down, with top row, requiring a total of three operations.

3. Buckle straps shall be six inches or less when finished, single stitched on each edge, tacked or stayed once, straps stitched on the outside with buckle sewed on.

4. Fly to be what is known as a pants silesia-lined fly; both button piece and fly turned, edges finished, and same to be tacked between each buttonhole.

5. Garment shall be turned and double stitched from fork to fly and tacked.

6. Two front swinging pockets, turned with facing, and formed, two rows of stitching, tacked at each end. (Two cents additional wherever pockets are turned and again stitched.)

7. Patch pockets, one hip, watch and rule pocket, double stitched and tacked.

8. Bottoms hemmed, single stitched with not to exceed one-half inch hem.

9. That 10 stitches to the inch shall be considered standard.

The above specifications and prices were unanimously agreed to.

EXHIBIT "B."

Specifications as to what shall constitute a standard railroad bib or apron overall, body constructions the same as on Exhibit "A," with the addition of bibs and suspender construction with side facing, and additional hip and combination pocket, \$1.30. (Two cents additional wherever pockets are turned and again stitched.)

1. Bib construction: Bib joined, turned, and double sewed, hemmed top and two sides. Bib sewed on with facing in center turned and stitched down.
2. Tapering suspenders stitched on both edges with loop in center, with inserted elastic, with buckle sewed on and buckle loop attached.
3. One turned side facing either top or bottom.
4. Standard combination pocket and one extra double-stitched hip pocket, Total, \$1.30.

The above specifications and prices were unanimously agreed to.

EXHIBIT "C."

High-back railroad apron overall, \$1.25.

Construction as in Exhibit "B," with the following exceptions and additions. (Two cents additional wherever pockets are turned and again stitched.)

Exception: No back band, hence no V in band; no buckle straps.

Additions: High back and shoulder straps cut on. No elastic inserted; straps, diamond center stayed and double stitched. Single row of stitching through the center of strap, 5 inches from top of diamond stay, buckle sewed on and loop attached.

The above specifications and price were unanimously agreed to.

EXHIBIT "D."

Standard railroad coat with five pockets, \$1.13.

Description as follows:

Five back, body, and shoulder seams, all double stitched; round or square front facing turned and edge stitched; five patch pockets; the inside breast pocket shall be single stitched, the other four to be double stitched, of which one shall be a standard combination pocket; coat collar solid or pieced, sewed, turned, and single stitched. Sleeve construction: Two-pieced sleeve; cuff-faced wristband; hemmed bottom, all double stitched. When done on a single-needle machine and felled by hand shall be charged for extra.

The above specifications and price were unanimously agreed to.

EXHIBIT "E."

SPECIAL CONSTRUCTIONS, EXTRAS, ETC.

1. *Extra sizes.*—An additional charge of 12 cents per dozen shall be paid for all overalls or sack coats from and including size 44 and upwards.

2. *Time-work.*—All operators taken from their regular work for temporary time-work shall be paid at the rate of his or her average earnings at piecework plus 10 per cent.

3. *Extra charge for certain kinds of duck.*—All apron overalls or coats made from plain brown, plain mode, and plain black duck, regardless of weight, shall be 10 cents per dozen extra.

4. *Extra construction on patch pockets.*—A double-stitched patch pocket on overalls or coats, when double stitched on by a single-needle machine, 5 cents

per dozen additional. When stitched on by a two-needle machine they shall be 4 cents per dozen additional. Pockets when stitched with one additional row, either across the top or across the center of pocket, 1 cent per dozen additional.

5. *Overalls when constructed by single-needle machine.*—Overalls, when they are double sewed on a single-needle machine and when seams are felled or turned by hand, shall be, for seat seams, 4 cents per dozen; for inseams, 7 cents per dozen; for outside seams, 10 cents per dozen.

6. *Examiners or inspectors.*—Examiners or inspectors working by piecework the scale price per dozen can be arranged for, according to the working conditions existing in the various factories.

Examiners and inspectors who work by the piece or week work shall be entitled to the minimum wages of \$8 per week.

7. *Adjustable slide.*—The adjustable slide in the construction of suspender straps shall not be considered an additional charge where this construction is preferred.

8. *Buttonholes.*—Buttonholes, when constructed by the latest improved high-speed machines, shall be as follows:

Buttonholes, when worked upon separate files, shall be:

	Per 100.
Singer machine.....	\$0.05
Wheeler & Wilson machine.....	.05
Standard machine.....	.05
Reece machine.....	.04½

Large buttonholes on waistband and on coats, when operated on a high-speed machine, shall be as follows:

	Per 100.
Singer machine.....	\$0.09
Wheeler & Wilson machine.....	.09
Reece machine.....	.08

Eyelets on Reece machine shall be 4 cents per hundred.

All fly buttonholes, when made where the operator is compelled to handle a finished garment, etc., shall be as follows:

	Per 100.
Singer machine.....	\$0.07
Wheeler & Wilson machine.....	.07
Standard machine.....	.07
Reece machine.....	.06

9. *Buttons.*—Patent buttons, when put on garments by high-speed power machines, shall be 3 cents per hundred.

Buttons, when sewed on by power machines, shall be 5 cents per hundred.

10. *Cutters.—Resolved,* That the minimum scale for an overall, shirt, cotton or duck goods cutter shall be as follows:

First-class cutter, \$18 per week, and that such cutter must be competent to make and cut his own lays.

Apprentices, first year, from \$6 to \$10.

Apprentices, second year, \$12.50.

Apprentices, third year, \$15.

Apprentices, fourth year and thereafter, if competent and well qualified, shall be \$18 per week.

Any additional compensation for a first-class cutter will have to be the subject of a special arrangement with employer.

Each of the above paragraphs relating to special constructions, extras, etc., was approved.

During the month of September, 1905, the United Garment Workers of America agreed to the following reductions in all cases where manufacturers used a special suspender in lieu of the regular standard ones:

Suspender, handmade, stitched on both edges.....	\$0.09
Rubber stitched on end.....	.02
Loops.....	.01
	<hr/>
	.12
Suspender, handmade, tapering, stitched on both edges.....	.09
Inserted rubber.....	.03
Loops stitched on.....	.01
	<hr/>
	.13
Suspender, machine-made, stitched both edges.....	.08
Rubber on end.....	.02
Loops.....	.01
	<hr/>
	.11
Suspender, machine-made, stitched on both edges.....	.08
For loops stitched on.....	.01
	<hr/>
	.09
Suspender, folded and single stitched through the center.....	.06
For loops stitched on.....	.01
	<hr/>
	.07

Attest:

WALTER CHUCK, *General Secretary.*

At the annual convention held in New York City on January 23 to 25, 1906, further means were devised by the association of Union-Made-Garment Manufacturers to assure the enforcement of a union scale on all the union-made workingmen's garment shops. The convention requested the United Garment Workers of America to cooperate in preventing irresponsible manufacturers from acquiring the union label, and the secretary of the association was empowered to conduct investigations with the view to enforcing the uniform wage scale in all plants operated by the members of the association.¹

In the October convention of the same year, the members of the Union-Made-Garment Manufacturers' Association, having in view the further promotion of uniform conditions, went on record as favoring the plan that all individual agreements between firms and the United Garment Workers of America should terminate and be renewed at the same time. It was expected that the introduction of such a plan would enable the union and the manufacturers' association to further their intention of obtaining uniform conditions as to wages, prices, and working hours.

¹ See page 17 of the Proceedings of the Fifth Annual Convention of the Union-Made-Garment Manufacturers of America, New York City, Jan. 23 to 25, 1906.

A request for the promulgation of such a plan was served upon the United Garment Workers of America. The executive committee expressed its willingness to comply with this request on the condition that an eight-hour day and increases in wages go into effect on and after the 1st of November, 1907. The counter-request of the union was agreed to by the manufacturers, and accordingly the following resolution embodying the changes was approved and signed by both parties:

RESOLUTION No. 1.

Whereas the advisory committee of the Union-Made-Garment Manufacturers' Association appointed to confer with the executive board of the United Garment Workers of America has, in its report to this association, recommended certain advances in the price to be paid for making hand and railroad overalls and has also presented a request from said board for the adoption of an 8-hour average workday; and

Whereas this committee further reports that said executive board expressed the assurance, founded upon general experience, that such shortening of hours would not involve a loss in output, and that said board did not contemplate and would not sanction any demand for increase of wages and prices in return for, or as a direct result of, the adoption of such a revised schedule: Therefore be it

Resolved, That, notwithstanding the exceedingly difficult financial market and labor conditions, this association does accept the proposed changes in the prices to be paid for said overalls, and does accede to the request that it adopt and institute a 48-hour work week, the same to be effective on and after November 1, 1907: *Provided*, That the status of the relationship now existing between the United Garment Workers of America and the members of this association as regards the use of the label as now contracted for, wage scale as now agreed between the Union-Made-Garment Manufacturers' Association and the United Garment Workers of America, methods and machinery as now recognized and accepted, be continued undisturbed until January 1, 1909, by amending all pending contracts as to hours and prices herein referred to, and extending same in force and effect until said date in order to permit fair adjustment to the new working conditions; and

Resolved, That a committee of four be appointed to present these resolutions to the officers of the United Garment Workers of America and, if found acceptable to them, to ratify and acknowledge the same by signatures of both parties to a formal copy thereof.

Approved for Union-Made-Garment Manufacturers' Association,

JOHN I. McDONALD.
THOMAS E. GORING.
JOHN WEICHERS.
A. E. LARNED.

Approved for United Garment Workers of America.

T. A. RICKERT.
B. A. LARGER.
M. C. DALY.

Resolution accepted unanimously.

Shortly before the Union-Made-Garment Manufacturers' convention in December, 1908, serious differences arose between the associa-

tion and the United Garment Workers of America. The differences in most cases were based upon the interpretation of the verbal agreements with reference to the withdrawal of labels and the uniformity of the expiration of contracts. It became evident to both parties to the dispute that a broad agreement must be entered into by the two organizations covering the time for which contracts should run, the procedure in case of disagreement about the granting or withdrawal of the label, and one or two other points that were liable to become bases of contention.

Actuated by these considerations the representatives of the two organizations drew up and signed the following agreement:

Agreement entered into by and between the United Garment Workers of America, through its legally qualified officers, party of the first part, and the Union-Made-Garment Manufacturers' Association of America, through its legally qualified officers, party of the second part, with the object of removing as far as possible all cause for misunderstanding and friction and of promoting to the greatest degree the mutual helpfulness of the two organizations:

First. That both parties hereto shall appoint a committee of like number, who are to meet annually in December of each year, or in the interim if said committees deem it necessary, for the purpose of arranging and agreeing upon all the details pertaining to hours of work, wages, prices for manufacturing new garments, parts, or work on which no price has previously been agreed upon by both parties hereto as organizations.

Second. That all contracts affecting the wage scales in any of the factories of the members of the party of the second part, or the use of the garment workers' label, next to be entered into by and between the party of the first part and any of the members of the party of the second part shall be in force and effect from January 1, 1909, until the 1st day of April, 1910.

Third. That subsequent contracts affecting the wage scales or the use of the garment workers' label entered into by and between the party of the first part and any of the individual members of the party of the second part shall cover the period of one year from the termination of the previous contract (April 1 to April 1).

Fourth. That in the event of the party of the first part desiring to withdraw the use of their union label from any individual member of the party of the second part, notice in writing shall first be given of their intention so to do to the secretary of the party of the second part at least one week in advance of such action. And in the event of said secretary making a request for an extension of time a further delay of 15 days shall be granted by the party of the first part in order to permit of the bringing of the entire controversy before the executive board of the party of the second part and enable them to confer with both parties in an effort to adjust the entire matter.

Fifth. Party of the first part further agrees not to grant the use of their label to any manufacturer not a member of the party of the second part on a more favorable basis of wages, hours, or other conditions than it grants to the members of the party of the second part.

Sixth. That in the matter of the introduction of labor-saving machinery and appliances party of the first part agrees not to object to their use: *Provided*, The weekly earnings of all the employees previously engaged on the garments affected shall be fully maintained.

Seventh. It is understood between both parties hereto that nothing herein abridges or curtails the right of the party of the first part to set and enforce their prices in the factories of the members of the party of the second part on any garment, parts, or other work until such time as the committees herein provided for agree upon a price covering said work. Such price, when agreed upon by the committees, to be considered the correct one.

Entered into at New York City, December 4, 1908.

For the party of the first part:

T. A. RICKERT, *Gen'l Pres.*
B. A. LARGER, *Gen'l Sec'y.*
MARGARET C. DALY.

For the party of the second part:

H. S. PETERS, *Pres.*
JOHN McDONALD,
Chairman Ex. Com.

This agreement is hereby extended for a period of one year.

T. A. RICKERT, *Gen'l Pres.*
B. A. LARGER, *Gen'l Sec'y.*
MARGARET C. DALY.
H. S. PETERS, *Pres.*
JOHN McDONALD.

Executed in New York City, December 16, 1909.

Both parties hereto extend this agreement one more year, to be in force until December 5, 1912.

For the United Garment Workers:

T. A. RICKERT, *Gen'l Pres.*
B. A. LARGER, *Gen'l Sec'y.*

For the Union-Made-Garment Manufacturers' Association:

H. S. PETERS, *Pres.*
ROBERT NOREN, *Gen'l Sec.*

On December 11, 1912, both parties hereto mutually agree to extend and continue in force the foregoing agreement until December 11, 1913.

For the United Garment Workers of America:

T. A. RICKERT, *Gen'l Pres.*
B. A. LARGER, *Gen'l Sec.*

For the Union-Made-Garment Manufacturers' Association:

ROBERT NOREN, *Gen. Sec.*
THOMAS E. GORING,
Chairman Ex. Bd.

The agreement quoted above set forth and interpreted definitely all rules of future conduct with reference to matters that had previously caused a great deal of friction and misunderstanding. It provided for an official joint wage-scale conference, established a uniform period of agreements, and specified conditions regulating the granting and withdrawal of the union label.

SCHEDULE OF MINIMUM PRICES, 1914.

That branch of the clothing industry in which the manufacture of union-made workmen's clothes is carried on includes over 125 factories located in all parts of the United States and Canada.

These firms, employing close to 30,000 workers, mostly women, are engaged in manufacturing working clothes—overalls, jumpers, duck coats, vests, shirts, and factory-made pants, all these garments having a label of the United Garment Workers of America attached to them. This label serves as a guaranty to the purchaser that the garment has been manufactured by union labor and in union shops. Below is given a detailed list of prices for 1914.

SCHEDULE OF MINIMUM PRICES FOR OVERALLS, JUMPERS, DUCK COATS, VESTS, SHIRTS, AND FACTORY-MADE PANTS.

This schedule of prices does not apply to New York, Chicago, Denver, the Pacific coast or other cities where the prices are now higher than this schedule.

This is intended and is only a minimum and not a maximum schedule of prices. It is subject to changes and corrections.

Issued by authority of the general executive board of the United Garment Workers of America, March 21, 1914.

HIGH-GRADE OVERALLS.

All high-grade or two-seamed garments in the overall line are to be figured from the \$1.04 band overall, made as follows:

BAND OVERALL.

Two seamed. Out, in, and seat seams felled on two-needle machine. When seams are felled by hand on single-needle machine same shall be charged for extra.

Band cut solid, V in center of back, turned, stitched, and tacked; band single stitched on, turned over and stitched down, with two rows, requiring a total of three operations.

Buckle straps to be six inches or less when finished, single stitched on each edge, tacked or stayed once, straps stitched down on the outside, with buckle sewed on end of strap.

Fly to be what is known as a pants silesia-lined fly; both button piece and fly turned, edges finished, two tacks between button holes.

Garment to be turned and double stitched from fork to fly and tacked.

Two front swinging pockets, turned, with facing and formed, two rows of stitching, and tacked at each end.

Patch pockets: Two hip, watch, and rule pockets, all double stitched and tacked.

One-half inch hem on bottom.

Ten stitches to the inch shall be considered standard.

Sewing on lot and size ticket (2 by 3 or smaller) not turned in.

Prices of parts, divided and totaled, as follows:

Two front swinging pockets, turned, with facing and formed, two rows of stitching tacked at each end..... \$0.16

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Two double-stitched hip patch pockets.....	\$0.10
One double-stitched rule patch pocket.....	.04
One double-stitched watch patch pocket.....	.03
Buckle strap 6 inches when finished, single stitched on each edge, tacked or stayed once, straps stitched down on the outside, buckle sewed on end.....	.08
Pants silesia-lined fly, both button piece and fly turned and edge finished..	.12
Garment turned and stitched from fork to fly and and tacked.....	.02
Tacking fly (two tacks).....	.02
Out, in, and seat seam felled on Union Special two-needle machine.....	.18
Hemming bottoms.....	.05
Sewing on solid band with three operations, V in center of back, turned, stitched, and tacked.....	.23
Sewing on lot and size ticket (2 by 3 or smaller) not turned in.....	.01
For operating, total price per dozen garments.....	1.04

RAILROAD BAND BACK-BIB OVERALL.

Two seamed. Out, in, and seat seams felled on two-needle machine. When seams are felled by hand on single-needle machine same shall be charged for extra.

Band cut solid, V in center of back, turned, stitched, and tacked; band single stitched on, turned over, and stitched down; with top row, requiring a total of three operations.

Buckle straps to be 6 inches or less when finished, single stitched on each edge, tacked or stayed once; straps stitched down on the outside, with buckle sewed on end.

Fly to be what is known as a pants silesia-lined fly; both button piece and fly turned, edges finished, two tacks between buttonholes.

Garments to be turned and double stitched from fork to fly and tacked.

Two front swinging pockets, turned, with facing and formed; with two rows of stitching and tacked at each end.

Patch pockets: One standard combination, two hip, watch, and rule pockets, all double stitched and tacked.

One-half inch hem on bottom.

Bib construction: Joined in center, turned and double sewed; hemmed top and two sides; bib sewed on, with facing, turned and stitched down.

Tapering suspenders stitched on both edges, loop in center and inserted elastic; buckle sewed on and buckle loop attached.

Sewing on lot and size ticket (2 by 3 or smaller) not turned in.

Front pockets side hemmed with two rows and side facing sewed on back with two operations.

Ten stitches to the inch shall be considered standard.

Prices of parts divided and totaled, as follows:

Two front swinging pockets, turned, with facing and formed, two rows of stitching, tacked at each end.....	\$0.16
Two double-stitched hip patch pockets.....	.10
One double-stitched rule patch pocket.....	.04
One double-stitched watch patch pocket.....	.03
Buckle strap 6 inches or less when finished, single stitched on each edge, tacked or stayed once, straps stitched down on the outside, buckle sewed on end.....	.08
Pants silesia-lined fly, both button piece and fly turned and edge finished..	.12

Garment turned and double stitched from fork to fly and tacked.....	\$0. 02
Out, in, and seat seams felled on Union Special two-needle machine....	. 16
Hemming bottoms .....	. 05
Tacking fly (two tacks).....	. 02
Sewing on solid band with three operations, V in center of back, turned, stitched, and tucked.....	. 15
Hemming top and sides of bib.....	. 07
Felling bib in center.....	. 02
Sewing on bib with one-piece facing.....	. 06
Double-stitched combination patch pocket.....	. 08
Making suspenders with rubber in center, loop, metal loop and buckle attached .....	. 13
Front pocket, side hemmed with two rows.....	. 04
Side facing sewed on back with two operations.....	. 05
Tacking side seams.....	. 03
Sewing on lot and size ticket (2 by 3 or smaller) not turned in.....	. 01
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For operating, total price, per dozen.....	1. 42
If facing across front on bib is pieced, extra.....	. 01

HIGH-BACK RAILROAD APRON OVERALLS.

Two front swinging pockets, turned, with facing and formed, two rows of stitching, tacked at each end.....	. 16
Two double-stitched hip patch pockets.....	. 10
One double-stitched rule patch pocket.....	. 04
One double-stitched watch patch pocket.....	. 03
Pants silesia-lined fly, both button piece and fly turned and edges fin- ished .....	. 12
Garment turned and double stitched from fork to fly and tacked.....	. 02
Out, in, and back seam felled on Union Special two-needle machine....	. 16
Hemming bottoms .....	. 05
Tacking fly (two tacks).....	. 02
Hemming top and sides of bib.....	. 07
Felling bib in center on Union Special two-needle machine.....	. 02
Sewing on bib with facing.....	. 06
Double-stitched combination patch pocket.....	. 08
Front pockets, side hemmed with two rows.....	. 04
Side facing sewed on back with two operations.....	. 05
Tacking side seams.....	. 03
High back and shoulder straps, cut on, with single row of stitching through center of strap, edges hemmed up to 5 inches from end, no elastic, straps diamond center-stayed, buckle sewed on and loop at- tached.....	. 25
Sewing on lot and size tickets (2 by 3 or smaller) not turned in.....	. 01
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For operating, total price, per dozen.....	1. 31
If bib facings are pieced, extra.....	. 01

CHEAPER GRADE OF OVERALLS.

ONE-SEAM BAND OVERALL.

- (1) Inseams and seat seam single sewed or felled on two-needle machine.
Fly construction: Plain overall, fly not turned or tacked, set on with one
row of stitching, button side plain turned hem.

Band construction: Band cut solid, V in center of back, turned, stitched, and tacked; band single stitched on, turned over, and stitched, with top row, requiring a total of three operations.

Short overall-buckle strap, folded over and stitched through center.

Pockets: Two front pockets, one hip, one watch, and one rule; single-stitched patch pockets.

One-half inch hem at bottom.

Eight stitches to the inch shall be considered standard.

For operating, total price, per dozen, \$0.55.

(2) One-seam band overall: Made the same as the preceding garment, with the exception that in place of the two front single-stitched patch pockets, this garment is made with two front swinging pockets formed with one row of stitching, tacked at each end and single-sewed dart over hip.

For operating, total price, per dozen, \$0.65.

ONE-SEAM BIB OVERALL.

(1) Bib cut on, joined in center on two-needle machine, hemmed top and sides; two front, one hip, one rule, and one watch, all single-stitched patch pockets; straight overall fly, not turned or tacked, set on with one row of stitching; button side plain hemmed; one-half inch hem on bottom; straight single stitched through center suspenders, finished for combination loop buckle; not crossed and hemmed in, with plain hem across back; one plain side facing, opposite side hemmed; inseam and seat seam single sewed, or felled on two-needle machine.

Eight stitches to the inch shall be considered standard.

For operating, total price, per dozen, \$0.64.

(2) Inseam and seat seam single sewed or felled on two-needle machine; double sewed from fork to fly and tacked.

Straight overall fly not turned, set on with one row of stitching, no tacks, button side turned and hemmed.

Pockets: Two front swinging, single stitched, turned, with facing, formed; two rows of stitching at top and tacked at each end; one side facing, opposite side plain hemmed, one hip, one rule, one watch, all single stitched and tacked patch pockets.

Bib joined, turned and felled on two-needle machine, hemmed top and two sides; bib sewed on with one piece facing in center, turned, and stitched down.

Suspenders tapering, hemmed edges, diamond center-stayed, single row of stitching through center of strap at end, finishing for combination loop buckle; sewed in with plain hem across back.

One-half inch hem at bottom.

Eight stitches to the inch shall be considered standard.

For operating, total price, per dozen, \$0.82.

PANTALOON OVERALL.

Two front or side swinging pockets, turned, with facing and formed, two rows of stitching, tacked at each end.....	\$0.16
Two single-corded hip pockets extending to band.....	.27
One double-stitched patch watch pocket.....	.03
Buckle straps, 6 inches or less, finished, single stitch on each edge, tacked or stayed once, straps stitched down on the outside, buckle sewed on....	.08
Pants silesia-lined fly, both button piece and fly turned and edges finished..	.12
Garment turned and double stitched from fork to fly and tacked.....	.02
Out, in, and back seams felled on Union Special two-needle machine.....	.18

Two tacks in fly.....	\$0.02
Wide hem at bottom.....	.10
Band cut solid, V in center of back, turned, stitched, and tacked, band single stitched on, turned over, and stitched down, with top row, requiring a total of three operations.....	.23
Made with lined band.....	.05
Sewing on lot and size ticket (2 by 3 or smaller) not turned in.....	.01
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For operating, total price, per dozen.....	1.27
Made of 8-ounce or lighter denim, fancy or plain. When made of cotton-ade or other cotton goods, not heavier than 8 ounce, extra per dozen....	.10
When made of khaki drill, extra per dozen.....	.15
When made of khaki duck, extra per dozen.....	.20

EXTRAS AND PRICES OF PARTS ON OVERALLS.

SEAMS.

Felling outside seam on two-needle Union Special machine.....	\$0.07
On band garments, extra.....	.02
Felling seat seam on two-needle Union Special machine.....	.03
Felling inside seam on two-needle Union Special machine.....	.06
Bib seam felled in center on two-needle Union Special machine.....	.01
Bib seam felled in center on single-needle machine.....	.02
Felling outside seam of Brownies on two-needle Union Special machine....	.05
Felling seat seam of Brownies on two-needle Union Special machine....	.01½
Felling inside seam of Brownies on two-needle Union Special machine....	.04½

Where seams are sewed on single-needle machine with one row of stitching only the price is the same as for two-needle machine.

Where they are double sewed on a single-needle machine and seams felled by hand, price shall be:

For seat seams.....	\$0.05
For inseams.....	.07
For outside seams on bib garment.....	.10
For outside seams on band garments, per dozen.....	.12

THREE-NEEDLE MACHINE.

On all overalls and coats the price for felling seams shall be 12½ per cent more if done on a three-needle Union Special felling machine than price quoted in this schedule on two-needle Union Special machine.

EXTRA FOR SEAMS ON LASKEY FELLER.

On bib overalls: Extra, per dozen garments.....	\$0.03½
Divided as follows:	
Inseams.....	\$0.01
Outside seams.....	.02
Back seam.....	.00½
On all patch-pocket band overalls: Extra per dozen.....	.04
Divided as follows:	
Inseams.....	\$0.01
Outside seams.....	.02
Back seam.....	.01

On all inserted hip-pocket band garments made out of fancy denim, cottonade, khaki, and wash goods, extra, per dozen garments.....	\$0.07
Divided as follows:	
Outside seams.....	\$0.03½
Inseams .....	.02½
Back seams .....	.01
When outside seams are felled on band garments on two-needle Union Special machine to bottom of pocket and clean finished to band on single-needle machine, price for seaming.....	.07
Finishing off on single-needle machine, extra per dozen.....	.03

FLIES.

Plain overall fly, not turned and button side plain hem turned, both put on with one row of stitching.....	.04
Same fly, buttonhole side turned-in edge.....	.06
Extension overall fly, to top of bib, not lined, turned, or tacked.....	.12
Continuous fly and button piece, extra to above prices.....	.05
Trouser fly, silesia lined, turned, without tacking.....	.12
Extra stitching on fly, per row.....	.01
Tacking fly between buttonholes, each tack, per dozen.....	.01
Garments turned and double stitched from fork to fly and tacked (this price does not apply on one-seamed garments).....	.02
For box stay at top of fly on bib overalls, extra.....	.02

PATCH POCKETS.

Single-stitched regular patch pocket.....	.03
Double-stitched regular patch pocket.....	.05
Two-needle stitched regular patch pocket.....	.04
Regular combination pocket, double stitched.....	.03
Single-stitched regular watch pocket.....	.02
Same, double stitched.....	.03
Single-stitched regular rule pocket.....	.03
Same, double stitched.....	.04
Extra row of stitching across top or through center of pocket, each row per dozen extra.....	.01
For every row of stitching taken off pockets from regular stitching, less per dozen.....	.00½
If any of the preceding pockets are made larger than the regular size an additional charge to the above prices will be made.	
Extra tab stitched on the outside of any patch pocket, single stitched....	.03
Same, double stitched.....	.05

DOUBLE SEAT AND KNEES.

Small round double seat on Brownies, single stitched.....	.05
Double knees on Brownies, single stitched.....	.06
If the double knees form patch pockets the price of the patch pocket is to be paid for in addition to the price of the double knees.	
Double knees on overalls, single stitched.....	.12
Double seat on overalls, single stitched.....	.10
If the double knee runs up to form patch pockets the price of the patch pocket is to be paid for in addition to the price of the double knee.	

SIDE FACINGS.

Plain side facings sewed on with two rows of stitching.....	\$0.05
Placket side facing sewed on with three operations.....	.08
Hemming on underside, one row of stitching.....	.08
If side facing has cross stitching at bottom, extra.....	.02
Continuous side facing on single-needle machine, with two operations, sewed on after seams are closed.....	.12

BUCKLE STRAPS.

One-piece buckle straps, plain, single stitched through center (making and sewing on).....	.05
One-piece buckle straps stitched on each edge (making and sewing on)...	.08
If buckle straps are pieced, extra.....	.01
Buckle straps lined (making and sewing on).....	.12
Buckle straps, stitched on each edge, fancy curved shape (making and sewing on).....	.17
Side straps, same price per dozen buckle straps as above.	

BUTTON STAYS, ETC.

Button stays on bib, set in with hemming, per 2 dozen stays.....	.02
Single-stitched button stays, per 2 dozen stays.....	.03
Double-stitched button stays, per 2 dozen stays.....	.05
Single-stitched buckle loops on bib, per 2 dozen loops.....	.06

DARTS.

Cut-in dart in back.....	.06
Imitation dart, folded over and stitched down across end of buckle straps..	.05

BELTS AND LOOPS.

Separate belt cut in one piece, stitched on both edges, buckle sewed on one end with loop.....	.12
Same double stitched at both edges.....	.15
If belt is lined, extra.....	.03
Narrow belt loops folded over, single stitched through center, and tacked down on garment at each end, per one dozen loops.....	.08
Same loop, stitched at each edge, per one dozen loops.....	.04
Tacking made loops top and bottom on special bar machine, per dozen loops.....	.01½
Narrow made belt loops that operator cuts, inserts at top, and tacks down at bottom, per dozen loops.....	.02½
If loops have been cut and made for operator and operator is only re- quired to insert and tack them down at bottom, take off from total price of five dozen loops.....	.01

CROTCH PIECES, ETC.

Front crotch pieces, single stitched, per dozen garments.....	.02
Front crotch pieces felled or double stitched, per dozen garments.....	.03
Back crotch pieces single stitched, per dozen garments.....	.02
Back crotch pieces felled or double stitched, per dozen garments.....	.03
Diamond stay on either in or outside of crotch seam, extra.....	.08
All pieces on top of back called risers or block pieces.....	.05

TACKING.

Tacking on ordinary tacking machine, per two dozen tacks.....	\$0.02
Tacking on Philadelphia tacking machine which cuts its own threads, per two dozen tacks.....	.01
Tacking the V in back of overalls at band, per dozen tacks, on ordi- nary machine.....	.02
Tacking side seam at end of joining in ordinary machine, per dozen tacks..	.01½

SWINGING POCKETS.

Inserted watch pocket, single corded.....	.08
Inserted watch pocket, double corded.....	.10
Straight single-corded inserted hip pocket, not turned, no stay to band....	.10
Same pocket, double corded.....	.12
Inserted hip pocket, single corded, with one stay stitched in at top with band.....	.13½
Same double corded.....	.15½
Same pockets, with two stays stitched in at top with band, extra per dozen pockets.....	.01½
If inserted pockets have triangular-shaped stitching at end of tacks, per dozen pockets extra.....	.01
If the preceding inserted pockets, after being turned, are again stitched, extra per dozen pockets.....	.01
If the front swinging pockets, after being turned are again stitched, extra..	.02
Extra facing on side swing pockets.....	.06
When swinging pockets have edges of facings turned in, extra per dozen facings.....	.01

SERGING.

If front pockets are serged in place of sewed together with one row, either turned or raw, deduct from scale price, per dozen pockets.....	.01½
If front pockets are turned and stitched again, deduct from price of gar- ments (if the extra charge was originally figured in the total price), per dozen pockets, an additional.....	.01
If back pockets are serged in place of sewed together with one row down each side, either turned or raw, deduct from scale price, per dozen pockets.....	.01
If the back pockets were sewed with two rows on each side of pocket and work is to be done on serging machine, deduct from total price per dozen pockets.....	.02

HEMMING, ETC.

Hemming on bottom of overalls.....	.05
Wide-hemmed bottom.....	.10
Hemming on bottom of Brownies.....	.03
Hemming and putting on suspenders on Brownies.....	.06
Suspenders sewed on semihigh back with narrow facing, two rows of stitching, extra.....	.05
Band of overall lined.....	.05

BROWNIE OVERALLS.

Ranging in size from 2 to 12 years.

One-seam garment; bib cut on, joined in center with one row of stitching; top and sides of bib hemmed; one single-stitched patch pocket; suspenders folded over and stitched through center, sewed in with hem across back; finished for combination loop buckle; seat and inseams not felled, joined with one row of stitching, plain overall fly not turned or tacked; button side plain hemmed, raw, no side facings, openings plain hemmed.

For operating, total price, per dozen, \$0.35.

HIGH-GRADE COATS.

STANDARD RAILROAD COAT.

Back, underarm, and shoulder seams all felled on double-needle machine; round or square front facing, turned; edge single stitched; five patch pockets; the inside breast pocket single stitched, the other four to be doubled stitched, of which one shall be a standard combination pocket; coat collar not pieced in back, single stitched; two-piece sleeve, shape-faced cuff, stitched top and bottom; bottom of coat hemmed.

For operating, total price, per dozen, \$1.19.

On the preceding garment, when seams are joined on a single-needle machine and felled by hand, extra, per dozen-----	\$0.06
Setting in sleeve on single-needle machine and felling by hand, extra, per dozen-----	.06

All high-grade garments are to be figured from the preceding \$1.19 coat.

CHEAP COATS AND JUMPERS.

ONE-SEAM COAT.

Cut with one seam in center of back and two shoulder seams, all single sewed on two-needle machine, felled; sleeve set in on two-needle machine.

Straight front facing cut on, turned and single stitched on both edges.

One-piece straight collar, single stitched.

Sleeves, one piece, single sewed or two-needle machine sewed, plain hem at wrist, single stitched, sleeve opening plain hemmed.

Two single-stitched patch pockets.

Narrow hem at bottom of coat.

For operating, total price, per dozen, \$0.70.

SHIRT JUMPER.

Cut with two shoulder and two underarm seams; sleeve cut one piece, felled in on double-needle machine before closing side; side and sleeve seam joined on two-needle machine in one operation; plain narrow hem at wrist, short opening with narrow hem; two single-stitched patch pockets; narrow hem at bottom of coat; straight front facing cut on, turned and single stitched on both edges; collar cut straight, and in one piece single stitched; all seams done on two-needle machine.

For operating, total price, per dozen, \$0.60.

EXTRAS AND PRICES OF PARTS ON COATS AND JUMPERS.

Sewing on facings, turning over, and stitching down on each edge.....	\$0. 20
Piecing front facings, extra.....	. 02
If the front facings extend up to shoulder seams, extra.....	. 02
Double stitching edge of coat back to hemming.....	. 06
Double-breasted fronts, extra.....	. 05
Facings cut on less per dozen garments.....	. 05

SEAMS.

Joining two underarm seams on two-needle Union Special machine, or single sewed.....	. 05
Joining shoulder seams on two-needle Union Special machine, or single sewed.....	. 02
Joining back seam on two-needle Union Special machine, or single sewed.....	. 03
Joining outside seam of sleeves on two-needle Union Special machine, or single sewed.....	. 05
Piecing sleeves on two-needle Union Special machine, or single sewed...	. 03
Joining body sleeve and shoulder seam and felling on single-needle machine, extra per dozen garments.....	. 06

EXTRA FOR SEAMS DONE ON LASKEY FELLER.

On coats, extra per dozen garments.....	. 04½
Divided as follows:	
Shoulder seams.....	\$0. 00½
Setting in sleeve.....	. 01
Piecing sleeves.....	. 00½
Joining outside seam of sleeves.....	. 01
Joining three back seams.....	. 01½

HEMMING.

Hemming bottom of coat, one row of stitching.....	. 06
Hemming bottom of coat, two rows of stitching.....	. 11

SLEEVES.

Setting in sleeves on two-needle Union Special machine.....	. 15
Setting in sleeves and felling on single-needle machine.....	. 20
Plain narrow hem at bottom of sleeves, no opening.....	. 04
Plain 1-inch hem at bottom of sleeves, no opening.....	. 06
Plain narrow hem, with narrow hemmed opening in sleeves.....	. 06
Additional row of stitching on any of the above, extra.....	. 02
Shaped cuff facing, sewed on, single stitched at edge and at top of cuff and around opening.....	. 15
Same, double stitched at lower edge and opening, extra.....	. 05
When these cuffs are sewed on sleeves after sleeves are closed, extra....	. 05
Tacking on sleeves.....	. 02

COLLARS.

Making and putting on coat collar, single stitched.....	. 16
Making and putting on single-stitched shirt collar with extension band...	. 24
If collar is pieced in back, extra.....	. 02
Double stitching coat collar.....	. 02

POCKETS.

Single-stitched patch pocket	\$0.03
Double-stitched patch pocket .....	.05
Regular combination pocket, double stitched.....	.08
If any of the preceding pockets are made larger than the regular size, an additional charge to the above price will be made.	
Extra tab stitched on the outside of any patch pocket, single stitched.....	.03
Same, double stitched.....	.05
Extra row of stitching across top or center of pocket, each row per dozen, extra.....	.01
For every row of stitching taken off pockets from regular stitching, less per dozen .....	.00½

SHIRTS.

PLAIN WORK SHIRTS.

No pockets, no extension band on collar.

Single stitched, except as applied to two-needle operation.

Front making, sewing on button piece, turned and stitched down; center plait sewed on and turned, stitched on both edges; plain set-on yoke, single stitched or felled on double-needle shoulder seam.....	\$0.18
Making one-piece sleeves; hem opening and stitched on plain one-piece wristband, turned and stitched around edge, ends of bands turned and closed with one row of stitching.....	.10
Making band collars, without extension band, single stitched, no lining, and set-on collar .....	.20
Hemming on high-speed machine.....	.03
Setting in gussets.....	.02
Setting in sleeve on two-needle machine.....	.05½
Joining side and sleeve seams on two-needle machine.....	.06½
For operating, total price, per dozen.....	.65

EXTRA ON SHIRTS.

Tacking on ordinary machine, per 2 dozen tacks.....	.02
Tacking on Philadelphia machine that cuts its own threads, per 2 dozen tacks .....	.01
Extension bands on collar, extra, per dozen.....	.02
A single-stitched pocket, without any lap or facing, extra, per dozen.....	.03
Same pocket, with hem and one extra row of stitching, single stitched, per dozen .....	.04
With facing sewed on, turned, and extra row of stitching.....	.05
Plain pocket, double stitched.....	.05
With facing sewed on, turned, and double stitched top and bottom of facing, per dozen .....	.08
Large combination pocket, double stitched.....	.10
Double-stitched center plait, extra.....	.02
Double-stitched collar, extra.....	.02
Collar, if lined, extra.....	.01
Band of collar, lined, extra.....	.01
Yoke double stitched at bottom.....	.02
If shoulder seam is double stitched with single-needle machine, extra....	.01
Placket, single stitched on one side of sleeve, under side hemmed, per dozen sleeves.....	.06

Same double stitched and stayed, per dozen sleeves.....	\$0. 08
Facing on under side of sleeve, put on with one row of stitching.....	. 03
Continuous facing on sleeve, put on with one row of stitching.....	. 05
Double-stitched cuff on waistband.....	. 03
Pieced sleeve, if done in one operation on single or two-needle machine....	. 03
Pieced cuffs.....	. 02
Gussets inserted in sleeves.....	. 02

MISCELLANEOUS.

EXTRA SIZES.

All overalls, coats, wash or khaki pants from and including sizes 44 to 52. For operating, extra per dozen garments.....	\$0. 12
Same garments, size 52 to 60, extra per dozen garments.....	. 24
Same garments, from 60 and up, extra per dozen garments.....	. 30
All shirts from size 18 and up, for operating, extra per dozen garments...	. 12

TIME-WORK.

All operators taken from their regular work for temporary time-work shall be paid at the rate of his or her average earnings at piecework, plus 10 per cent.

EXTRA CHARGE FOR CERTAIN KINDS OF GOODS.

All overalls or coats made from brown, mode, white, plain black, or other color of duck, regardless of weight, shall be: For operating, extra, per dozen.....	. 10
On all coats, overalls, or garments figured from standard band or pantaloons overall when made of cottonade or other cotton goods not heavier than 8 ounces: For operating, extra, per dozen.....	. 10
Same when made of khaki drill, extra, per dozen.....	. 15
When made of khaki duck, extra, per dozen.....	. 20
Soft stifel goods, no extra charge.	
Regular stifel, extra, per dozen.....	. 10
Extra heavy and heavily sized stifel, extra, per dozen.....	. 15
Sample of stifel goods on file at general office.	

EXAMINING AND INSPECTING.

Examiners or inspectors, working piecework, the scale price per dozen can be arranged according to the system or method of examining or inspecting in use in that factory. But examiners or inspectors working either piece or week work shall be entitled to no less than \$8 per week.

ADJUSTABLE SUSPENDER SLIDES.

No extra charge where this construction is preferred.

TICKETS ON COATS, OVERALLS, AND PANTS.

Sewing on lot and size ticket (2 by 3 or smaller), not turned in.....	\$0. 01
If same ticket is larger, per dozen.....	. 02
All cloth tickets turned in edges.....	. 03

CUTTERS.

The minimum scale for overalls, shirt, cotton or duck goods cutters, shall be as follows:

First-class cutter, \$20 per week. He must be competent to make and cut his own lays, or have had three years' experience as an apprentice.

Apprentices, first year, from \$6 to \$10.

Apprentices, second year, \$13.50.

Apprentices, third year, \$16.50.

Fourth year and thereafter, not less than \$20 per week. He to receive not less than that amount for laying up, marking, and cutting his own lays or for doing any one of the three operations.

Additional compensation for first-class cutters may be the subject of special arrangement with employer.

Every cutter must be given an opportunity to learn to mark and cut his own lays, and so learn the trade. One man must not do all the cutting or all the marking, to the detriment of the other cutters.

SUSPENDERS.

Cut solid, folded over and stitched through center, with adjustable metal loop.....	\$0.06
Same on Brownies.....	.05
Suspender cut solid, stitched on each edge, no rubber, buckle sewed on or adjustable metal loop.....	.08
Same suspender tapering.....	.09
If rubber is inserted in any of the foregoing, extra.....	.03
If rubber is sewed on end, extra.....	.02
If a narrow single stitched through center loop is sewed on, extra.....	.01
If suspender is pieced across ends, extra per dozen.....	.02
Piecing wide end suspenders, extra per dozen suspenders.....	.03

BUTTONS AND BUTTONHOLES.

	Per 100.
Buttonholes when worked in separate files on ordinary fast Singer machine.....	\$0.05
Wheeler & Wilson.....	.05
Standard.....	.05
Same if done on Singer high-speed thread cutting or on a Reece machine.....	.04½
Singer machine straight buttonhole.....	.04½
All fly buttonholes when made where the operator is compelled to handle finished garments on ordinary Singer, Wheeler & Wilson, or Standard machine.....	.07
On Singer high-speed thread-cutting straight buttonhole or on a Reece machine.....	.06
Large buttonholes on coats and overalls on ordinary high-speed machine:	
Singer and Wheeler & Wilson.....	.09
On high-speed Singer thread-cutting or Reece machine.....	.08
Large buttonholes on overalls in band (one in a garment) on Reece or latest high-speed thread-cutting Singer.....	.10
Buttonholes on Reece or latest high-speed thread-cutting Singer (any size) in suspender.....	.05

Small buttonholes on coats in sleeves (two or four in garment), same price as large buttonholes.

Eyelets on Reece or latest improved high-speed Singer thread-cutting machine	\$0.05
Metal eyelets on automatic machine.....	.03

PATENT BUTTONS.

Put on garments by high-speed power machine.....	.03
Buttons, when sewed on by power machine.....	.05

MARKING.

For buttons and buttonholes is to be paid for extra.

MINIMUM ITEMIZED PANTS SCALE OF PRICES ON FACTORY-MADE PANTS—NOT TO APPLY TO TAILOR-MADE GARMENTS

POCKETS.

Top or side pockets, made with facing, cut on, one row of stitching at edge and one row of stitching on facing, per dozen garments.....	\$0.18
Extra side facing, sewed on wrong side, turned and stitched, per dozen garments.....	.06
Pocket facings turned, per one dozen facings.....	.01½
Facings turned on watch pocket, per 1 dozen facings.....	.00½
Side or top pocket, turned and stitched, per dozen garments.....	.02
Patch watch pocket, per dozen pockets.....	.04
Inserted swinging single-corded watch pocket, per dozen pockets.....	.08
Inserted double-corded watch pocket, per dozen pockets.....	.10
Single-corded hip pockets, per 1 dozen pockets.....	.12
Single-corded hip pockets, with one stay to band, per dozen pockets.....	.15
Double-corded hip pockets, per dozen pockets.....	.13
Double-corded hip pockets, with one stay to band, per dozen pockets.....	.16
All curved pockets, per dozen pockets, extra.....	.01
Extra row of stitching, over or under corded pocket, each row, per dozen pockets, extra.....	.01
Triangle-shaped stitching at end of corded pockets, per dozen pockets, extra.....	.02
Extra row of stitching on pockets, each row per dozen pockets, extra...	.01

Putting in pockets by special two-needle machine, with knife attachment, does not reduce the cost of same, as the full price of pockets will be charged and divided on the different sections.

DARTS.

Cut-in dart, single sewed, per 1 dozen garments.....	\$0.06
Cut-in dart, single sewed and corded, per dozen garments.....	.07
Cut-in dart, single sewed and double corded, per dozen garments.....	.08

FLIES.

Silesia-lined fly, neither side turned, per dozen flies.....	.10
Lined fly, with button side turned, per dozen flies.....	.12
Silesia-lined fly, with both sides turned, per dozen flies.....	.14
Button side turned under, with extra row of stitching, extra.....	.01
Extra row of stitching on fly, each row extra.....	.01

Piecing fly or lining, each piecing extra.....	\$0. 01
Button stay or interlining in fly, extra.....	. 02
Tacking fly, each tack, per dozen tacks.....	. 01
Tacking fly at bottom, per dozen flies.....	. 02
French fly, cut on, sewed on wrong side, turned and stitched again at edge, per dozen flies.....	. 04
Piecing on extension or offset on fly, per dozen flies, extra.....	. 02
If offset or extension is corded, each cording extra.....	. 00½
Piecing lining on French fly, each piecing extra.....	. 01

SEAMS.

Outside seam, single sewed on ordinary machine, per dozen garments.....	. 12
Outside seam, double sewed on inside on ordinary machine, per dozen garments.....	. 20
Outside seam, double sewed to knee on ordinary machine, per dozen garments.....	. 18
Outside seam, single sewed and corded on ordinary machine, per dozen garments.....	. 24
Outside seam, single sewed with ¼ to ½ inch welt seam on ordinary machine, per dozen garments.....	. 27
Outside seam, single sewed, ¾ to 1 inch welt seam on ordinary machine, per dozen garments.....	. 30
Outside seam, sewed with open lap or wing seam on ordinary machine, with guide, per dozen garments.....	. 36
Same without guide.....	. 48
Outside seam, on old-style Wheeler & Wilson, two-needle machine, or Singer that is fed with bobbin, per dozen garments.....	. 13
Outside seam on Post, Wheeler & Wilson higher-speed two-needle machine, per dozen garments.....	. 11
Outside seam on Union Special high-speed two-needle machine, per dozen garments.....	. 09
Outside seam, on one-needle Union Special machine, or high-speed machine, per dozen garments.....	. 08½
Outside seam, double sewed on one-needle Union Special machine, or high-speed machine, per dozen garments.....	. 14½
Outside seam, double sewed to knee on one-needle Union Special machine, or high-speed machine, per dozen garments.....	. 12½
Inseam, on ordinary machine, per dozen garments.....	. 09
Inseam, double sewed on ordinary machine, per dozen garments.....	. 15
Inseam, double sewed to knee on ordinary machine, per dozen garments.....	. 13
Inseam, on old-style Wheeler & Wilson, or Singer two-needle machine that is fed with bobbin, per dozen garments.....	. 11
Inseam on Post, Wheeler & Wilson higher-speed two-needle machine, per dozen garments.....	. 09
Inseam, on Union Special high-speed two-needle machine, per dozen garments.....	. 07
Inseam, on one-needle Union Special machine, or high-speed machine, per dozen garments.....	. 07
Inseam, double sewed on one-needle Union Special machine or high-speed machine, per dozen garments.....	. 12
Inseam, double sewed to knee on one-needle Union Special machine, or high-speed machine, per dozen garments.....	. 10
Back seam, single sewed on ordinary machine, per dozen garments.....	. 03

Back seam, double sewed on ordinary machine, per dozen garments.....	\$0. 05
Back seam, sewed and corded on ordinary machine, per dozen garments...	. 05½
Back seam, on old-style Wheeler & Wilson or Singer two-needle machine, that is fed with a bobbin, per dozen garments.....	. 04
Back seam on Post, Wheeler & Wilson higher-speed two-needle machine, per dozen garments.....	. 03½
Back seam, on Union Special high-speed two-needle machine, per dozen garments.....	. 03
Back seam, single sewed on one-needle Union Special machine, or high- speed machine, per dozen garments.....	. 03
Back seam, double sewed on one-needle Union Special machine, or high- speed machine, per dozen garments.....	. 05
Joining, on single-needle machine, with two rows of stitching from fork to fly.....	. 02

BUCKLE STRAPS.

Buckle strap, cut solid, stitched through center, made and sewed on, per dozen pairs.....	. 06
Buckle straps, cut solid, stitched at each edge, made and sewed on, per dozen pairs.....	. 08
Silesia-lined buckle straps, sewed on wrong side, turned, and stitched at each edge, made and sewed on, per dozen pairs.....	. 12
Silesia-lined, fancy curved, buckle straps sewed on wrong side, turned, and stitched at each edge, made and sewed on, per dozen pairs.....	. 18
Side buckle straps cut solid, sewed through center, made, and sewed on, per dozen pairs.....	. 06
Side buckle straps cut solid, sewed at each edge, made, and sewed on, per dozen pairs.....	. 08
Side silesia-lined buckle straps, sewed on wrong side, turned, and stitched at each edge, made and sewed on, per dozen pairs.....	. 12
Side silesia-lined buckle straps and strap loops for buckles, buckle straps sewed on wrong side, turned, and stitched at each edge, loop folded over, both made and sewed on, per one dozen pairs.....	. 09
Buckle straps inserted in dart, per one dozen pairs.....	. 01
Side buckle straps inserted in side seam, then stitched on outside second time, per dozen pairs, extra.....	. 01
Buckle straps pieced, per dozen buckle straps, extra.....	. 01

RISERS, BLOCK PIECES, TAPES, ETC.

Risers on back, not to exceed 6 inches, single stitched, per dozen garments.....	. 03
Risers on back extending across back, single stitched, per dozen garments...	. 05
Risers on back, not to exceed 6 inches, single stitched, and corded, per dozen garments.....	. 05
Risers on back extending across back, single stitched, and corded, per dozen garments.....	. 08
Block pieces, single stitched, per dozen garments.....	. 05
Seat pieces, single sewed, per dozen garments.....	. 03
Seat pieces, double sewed, per dozen garments.....	. 05
Seat pieces, single sewed, and corded, per dozen garments.....	. 05
Short tape in crotch, 6 inches long, per dozen garments.....	. 06
Short tape sewed crossways, 6 inches long, per dozen garments.....	. 12

Long tape sewed from fly to band, per dozen garments.....	\$0.12
Long tape in regular back-seam stitching, one operation, per dozen garments, extra .....	.03
Crotch lining, back or front, plain, per dozen garments.....	.03
Crotch lining, back or front, turned or double, per dozen garments.....	.04
Lining in seat, per dozen garments.....	.10
Whole light lining, per dozen garments.....	.20
Whole heavy drill lining, per dozen garments.....	.30
Half light lined, per dozen garments.....	.15
Half heavy drill lined, per dozen garments.....	.20

BELTS, LOOPS, FLAPS, ETC.

Belt loops stitched through center, inserted in top and tacked at bottom, per dozen loops.....	.04½
Belt loops stitched at each edge, inserted at top and tacked at bottom, per dozen loops.....	.05½
Belt loops made and cut for operator, operator only to insert and tack same at bottom, per dozen loops.....	.03
Belt loops made and cut, top and bottom tacked by special bar machine, for tacking, per dozen loops.....	.01½
Lined button tab, cut round, sewed on wrong side, turned and stitched, per 1 dozen tabs.....	.09
Lined button tab, cut pointed, sewed on wrong side, turned and stitched, per 1 dozen tabs.....	.12
Lined round flaps, single stitched, sewed on wrong side, turned and stitched, inserted in hip pocket, per 1 dozen flaps.....	.15
Lined pointed flaps, single stitched, sewed on wrong side, inserted in hip pocket, per 1 dozen flaps.....	.18
If round flap on hip pocket is double stitched, per dozen flaps, extra.....	.02
If pointed flap on hip pocket is double stitched, per dozen flaps, extra.....	.03
Lined round flaps on watch pocket, sewed on wrong side, turned and single stitched, inserted in watch pocket, per dozen flaps.....	.12
Same flap when double stitched, per dozen flaps.....	.13
Lined pointed flaps on watch pocket, sewed on wrong side, turned and single stitched, inserted in watch pocket, per 1 dozen flaps.....	.15
Same flap, double stitched, per dozen flaps, extra.....	.01½
Belts made of one piece, stitched through center, buckle attached, per 1 dozen belts.....	.07
Belt made of one piece, stitched through center, with loop and buckle attached, per 1 dozen belts.....	.09
Belt made of one piece, stitched at each edge, buckle attached, per 1 dozen belts.....	.10
Belt made of one piece, stitched at each edge, with loop and buckle attached, per 1 dozen belts.....	.12
Belt made of one piece, double sewed at each edge, buckle attached, per 1 dozen belts.....	.14
Belt made of one piece, double sewed at each edge, with loop and buckle attached, per 1 dozen belts.....	.16
Belt made with silesia lining, sewed on wrong side, turned and single stitched at edge, buckle attached, per 1 dozen belts.....	.18
Belt made with silesia lining, sewed on wrong side, turned and single stitched at each edge, with loop and buckle attached, per 1 dozen belts...	.20
Same belt, double stitched, per 1 dozen belts.....	.24

Tacking on ordinary tacking machine, per 1 dozen tacks.....	\$0.02
Tacking on special high-speed Philadelphia tacking machine, per 1 dozen tacks.....	.01
Tacking on old-style Singer tacking machine, per 1 dozen tacks.....	.02½

CURTAINS, BANDS, ETC.

Plain band, cut solid, sewed on pants with three operations, per 1 dozen garments.....	.19½
Plain band, cut solid, sewed on pants with three operations, pieced in center or sewed together in back, per dozen garments.....	21½
Plain band, cut solid, sewed on with three operations, V in back and tack, per dozen garments.....	.23½
Plain band sewed on garment, first operations, per 1 dozen garments.....	.07½
Same band, opened and stitched, first stitching, per dozen garments.....	.08
Same band, opened and stitched, second stitching, per dozen garments.....	.06
Canvas in waistband, per dozen garments.....	.06
If canvas comes in more than two pieces to a garment, per dozen garments, extra.....	.02
Button stays in waistband, sewed in with regular stitching, per 2 dozen stays.....	.03
Curtain sewed on waistband and buttonhole fly side, per dozen garments.....	.11½
Curtain sewed on waistband and both fly sides, per dozen garments.....	.12½
Curtain stitched on outside at top, per dozen garments.....	.12
Curtain stitched through waist line, per dozen garments.....	.12
Stitching bottom of curtain by operator, per dozen garments.....	.03
Turning and hemming bottom of curtain by operator, per dozen garments.....	.05
Stitching curtain at sides, forming a long tack by operator, one stitching, per dozen garments.....	.03
Curtain tacked at sides with short tack, per dozen garments.....	.03
Joining curtain in back by operator, per dozen garments.....	.03
Piecing curtain on both sides by operator, per dozen garments.....	.05
Curtain pieced lengthwise, per dozen garments.....	.05
Tacking V band opening by operator, per dozen garments.....	.02
Stitching curtain down on back seam, per dozen garments.....	.03
Curtain sewed in with regular back-seam stitching, per dozen garments.....	.01
Finishing outside seam above pocket on French waist, per dozen garments.....	.03
Canvas put in hook and stitched in waistband, per 1 dozen garments.....	.05
Canvas in hook, operator only to stitch same down, per dozen garments.....	.03
Patent hook inserted, with one stitching on fly, no other stitching, per dozen garments.....	.02
Patent drawer supporter sewed in waist band, per dozen loops.....	.03

BOTTOMS AND CUFFS.

Two-inch wide hem turned in at bottom on ordinary machine, per dozen garments.....	.10
Same 2 to 3 inches wide, per dozen garments.....	.12
Same over 3 inches wide, per dozen garments.....	.15
Stitching bottom on blind-stitching machine, bottom not basted, per dozen garments.....	.09

Straight bottoms, hemmed on up-to-date high-speed blind-stitching machine, per dozen garments.....	\$0.07
Hemming bottom on old-style cylinder machine, per dozen garments.....	.08

BUTTONHOLES AND BUTTONS.

Buttonholes in fly on high-speed Singer machine, with automatic thread cutter, per 100 buttonholes.....	.04½
Large buttonholes on high-speed Singer machine with automatic thread cutter, on the bend, per 100 buttonholes.....	.10
Buttonholes in fly on Reece machine, per 100 buttonholes.....	.04½
Large buttonholes on band on Reece machine, per 100 buttonholes.....	.12
Fly buttonholes on ordinary buttonhole machine, per 100 buttonholes.....	.06
Sewing buttons on fly with high-speed machine, automatic thread cutter, per 100 buttons.....	.05
Sewing buttons on band with high-speed machine, automatic thread cutter, per 100 buttons.....	.06
Sewing buttons on fly with high-speed machine, without automatic thread cutter, per 100 buttons.....	.06
Sewing buttons on band with high-speed machine, without automatic thread cutter, per 100 buttons.....	.07
Sewing buttons on fly with old-style button machine, per 100 buttons.....	.09
Sewing buttons on band with old-style button machine, per 100 buttons.....	.10

SERGING, LININGS, AND TICKETS.

Serging flies on high-speed machine, per 100 flies.....	.04
Serging flies on ordinary serging machine, per 100 flies.....	.06
Serging front and back parts on high-speed machine, per dozen garments.....	.07
Serging front and back parts on ordinary serging machine, per dozen garments.....	.08
Serging bottom of curtains on high-speed machine, per 100 curtains.....	.05
Serging bottom of curtains on ordinary serging machine, per 100 curtains.....	.06
Sewing on lot and size tickets (2 by 3 or smaller) not turned in, per dozen tickets.....	.01
If same is larger than 2 by 3, price, per dozen tickets.....	.02
Sewing on and hemming cloth ticket, per dozen garments.....	.03
Size or patent tags, inserted in regular stitching, per 1 dozen tags.....	.00½
Serging side facings on high-speed machine, per 100 facings.....	.02
Serging facings on ordinary serging machine, per 100 facings.....	.04

HAND SEWING.

Sewing buttons on fly by hand, per 1 dozen buttons.....	.02
Sewing buttons on waist by hand, per 1 dozen buttons.....	.03
Sewing buttons on pants for flaps or tabs, per 1 dozen buttons.....	.03
Curtain felling at top of band and fly by hand, per pair.....	.05
Felling curtain down back and tacking same by hand, per pair.....	.01
Tacking curtain with small tacks by hand, per 1 dozen tacks.....	.02
Sewing in hooks by hand, per 1 dozen garments.....	.06
Sewing in bars by hand, per 1 dozen garments.....	.04
Felling around hooks by hand, per 1 dozen garments.....	.03
Basting rubber in bottom by hand, per 1 dozen garments.....	.07
Felling bottom by hand, per dozen garments.....	.24
Felling crotch tape, 6 inches long, by hand, per dozen garments.....	.06

Light tack on seams after rubber is inserted, per dozen tacks.....	\$0. 01
Felling cuff bottoms by hand, turned edges, per dozen garments.....	. 36
Tacking pockets by hand, per 1 dozen tacks.....	. 08
Sewing on tickets by hand, 1½ by 2 inches, perforated corners, per 1 dozen garments.....	. 02½
Same ticket in large size, per dozen garments.....	. 04
Fancy herringbone tacking, 1 inch long, per dozen tacks.....	. 04
Felling side pocket to seam by hand, per dozen garments.....	. 08
Felling around brand label or trade-mark by hand, per dozen garments.....	. 04

SIZES, THREAD, ETC.

All sizes over 42 to 48, per dozen garments, extra.....	. 12
All sizes over 48 being double extra sizes, per dozen garments.....	. 24
All outside stitching done with silk or mercerized thread, per dozen garments.....	. 12
Changing bobbin for stitching pockets and files, per dozen garments.....	. 08

GOODS.

Heavy kersey weights, per dozen garments, extra.....	. 15
All corduroys, per dozen garments, extra.....	. 20
Extra heavy corduroy, per dozen garments, extra.....	. 30
Serges, per dozen garments, extra.....	. 15
White flannel, per dozen garments, extra.....	. 15
Heavy winter-weight uniform goods, per dozen garments, extra.....	. 36
This scale does not apply to cheap cotton thibet or 18-ounce black Bedford cord.	

HOFFMAN STEAM PRESSING MACHINE.

Prices of piecework on the above machine are as follows:

Leg pressing—	
Cottonades, cotton worsteds, on two sides only, per dozen.....	. 10
Cashmere, flannels, serges, four sides, per dozen.....	. 20
Peg tops, all grades, per dozen.....	. 24
High-grade worsteds, serges, and cashmeres, four sides, per dozen.....	. 36
Top pressing—	
Pressing tops on cottonades, cotton worsteds, cheap union, per dozen....	. 05
Pressing tops on cashmere, flannels, and union, per dozen.....	. 10
Pressing tops on worsteds, serges, and all high-grade goods, per dozen....	. 14

APPENDIX—AGREEMENT OF MAY 1, 1916.

The conference committee having charge of the negotiations between Hart, Schaffner & Marx and the Amalgamated Clothing Workers' Union have considered in detail the proposals submitted by the union and have reached an agreement on most of the points submitted. The new agreement is to go into effect on May 1, 1916, and the demands disposed of at the present date are as follows:

TAILOR SHOPS.

1. This agreement shall be effective from May 1, 1916, to April 30, 1919.
2. The trade board and board of arbitration shall be continued, as now constituted.
3. The hours of work in the tailor shops shall be 49 per week, with the Saturday half holiday.

4. There shall be an increase in wages to pieceworkers of 10 per cent. A committee shall be appointed to distribute this increase by additions to piecework prices, especially in the sections which are relatively lower paid, according to the principles already agreed upon in conference.

5. The matter of the preferential union shop has been left in the hands of the committee.

6. The minimum wage scale in the tailor shop shall be as follows:

	First month.	Second month.	Third month.
Machine operators (male and female).....	\$5.00	\$7.00	\$9.00
Women in hand-work sections.....	5.00	6.00	8.00
Men, 18 years and over, not operators.....	8.00	10.00	12.00
All men not included in above.....	8.00	9.00	10.00

7. For work done in excess of the regular hours per day, overtime shall be paid to pieceworkers of 50 per cent in addition to their piecework prices; to the week workers at the rate of time and a half; no overtime shall be allowed on Sundays or legal holidays. Christmas, New Year's, Decoration Day, Fourth of July, Labor Day, and Thanksgiving Day shall be observed as holidays.

8. The present practice regarding the status of shop chairmen shall be continued and made part of the agreement by drafting a proper clause.

9. Any workers who are absent on account of sickness shall be reinstated in their former positions if they return within a reasonable time.

10. The committee has reached a satisfactory understanding regarding the designation of male and female in requisitions.

11. Decisions of board of arbitration to that effect to be incorporated.

12. The matter of placing new operations on week work shall be handled by the committee.

13. The company and the deputies have agreed to cooperate together to abolish all unnecessary waiting in the shops.

14. The hour rates for pieceworkers shall be based on their earnings on piecework.

15. The committee for the distribution of the 10 per cent increase to pieceworkers shall take into account the extra work on singles, operations which require a change of silk, in tying or untying bundles, and shall increase the pay for this work accordingly.

16. The deputies shall cooperate with the company in sending new help on requisition so that there will be as little necessity as possible of hiring new people until the work is ready for them.

19. The committee on the distribution of the 10 per cent increase shall, so far as possible, eliminate any inequalities in prices now existing between the shops, and shall attempt to equalize the piecework prices according to the difficulty of the work and the amount of care required.

20. Any employee suspended shall receive a definite decision from the labor department as to the disposition of his case within six working hours from the time he presents his suspension notice.

CUTTERS.

1. The principle of preference, as applied in the cutting and trimming rooms, shall be as before, except that the clause relating to cutters who are exempted from union obligations is expressly defined as being strictly limited to the individuals now on the exemption list. Should the number on that list be for any

reason reduced, it is understood that no other cutters and trimmers can be added.

2. The company shall not reduce the wages of any cutter. The company shall report to the commission all failures of cutters to produce their quota of work when, in its judgment, the delinquency is not caused by conditions of the work. The commission shall investigate the matter and advise with the cutter concerning it. At the end of a period sufficiently long to determine the merits of the case, the cutters' commission shall, if it deem necessary, find measures to discipline cutters to conform to their production. In judging the merits in such instances, the commission shall use the principle of comparative efficiency.

3. The chairman of the board of arbitration and trade board shall take up the cases of cutters who have been reduced and shall determine what their salaries are to be when the new agreement goes into effect.

4. All cutters whose present wages are less than \$26 per week shall receive an increase of \$1 per week. This increase shall not be taken into account by the commission in calculating the quota of work required by such cutter.

5. The company shall prefer men now in the trimming room when increasing the number of cutters.

8. The salaries of experienced cutters who are employed temporarily shall for the first two weeks be at a rate not less than the salaries they received in their last position. After two weeks, the temporary cutters shall be paid on the same basis as the regular men, their salary to be fixed by the cutters' commission on the basis of their production.

9. The company shall continue the practice of paying cutters for Christmas, New Year's, Decoration Day, Fourth of July, Labor Day, and Thanksgiving Day.

TRIMMERS.

1. All men now on the trimmers' pay roll, who are receiving not to exceed \$15, are to be increased \$2 per week. All men receiving a weekly wage of over \$15, and not exceeding \$20, shall receive an increase of \$1 per week. Except that apprentice trimmers having been employed less than 6 months are to receive an increase of \$1 per week.

2. The following periodical increases shall be granted during the term of this agreement: Men receiving under \$12 shall receive an increase of \$1 per week every 3 months until their wages shall be \$12 per week. Men receiving over \$12, and less than \$18, shall receive an increase of \$1 every 6 months until their wages shall be \$18 per week. Men receiving over \$18 per week, and less than \$20, shall receive an increase of \$1 per week every year until their wages shall be \$20 per week.

3. All men starting to work on the band-saw machines shall receive not less than \$18 per week and shall receive an increase of \$1 per week every 6 months until their wages are \$20. Thereafter they shall receive an increase of \$1 per week every year until they reach the rate of \$24. No men shall be assigned to the band-saw machine permanently until they have been employed in the trimming room two years.

5. So far as practicable, the apprentices in the trimming room shall begin on their work on the lower grades of the trade and shall be advanced gradually to the more difficult ones.

5b. Apprentices shall not be permanently transferred to work requiring the use of any electric machines until they have been employed for one year or more.

The wages of experienced men employed shall be determined in the same manner as in the cutting room.

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' Association of Greater New York and United Garment Workers of America.	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.	Boston 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 Greater New York.
City and date	Dec. 4, 1908; renewed Dec. 16, 1909, Dec. 5, 1912.	Chicago, Ill., Mar. 13, 1911, Apr. 1, 1912, Mar. 29, 1913.	New York City, Feb. 11, 1913.	New York City, Feb. 24, 1913.	New York City, Feb. 28, 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. 8, 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, 1913.	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.	304.	9,000.
Agencies for adjusting grievances: Mediation	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 clerk.	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.	Conference committee of 11 members, 5 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 3 representatives 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 selected by both parties to act as arbitrators.	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.	
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.	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, \$8 to \$10; 2d year, \$13.50; 3d year, \$16.50; examiners, not less than \$3 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 \$15 per week in the woolen department and \$18 per week on basis of examination of 36 pieces per day, instead of 40, as previously. March 29, 1913: Machine operators, \$5 per week the first 3 months and \$8 per week one week thereafter; sewing operators, and pad makers, \$5 per week the first 3 months and \$7 per week one week thereafter; women in needle section, \$3 per week the first 3 months and \$6 per week one week thereafter.	Minimum increase of \$1 to \$2 per week to coat makers; actual increase from \$1 to \$3 per week, making the prevailing scale of wages as follows: Tailors. Shaper..... \$24 Shoulder baster..... 20 Bottom baster..... 16 Corner tucker..... 15 Edge baster..... 16 Canvas baster..... 16 Armhole baster..... 11 Sleeve maker..... 12 Collar maker..... 16 Button sewer..... 9 Busheler (male)..... 19 Busheler (female)..... 7 Hand button sewer..... 18 Operators. Pocket sewer..... \$22 First assistant pocket sewer..... 17 Second assistant pocket sewer..... 12 Closer..... 22 Sleeve sewer..... 22 Coat sewer..... 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	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.) ¹⁵	Shorter hours to be construed as increase in wages; increase after 1 year subject to decision of the Board of Arbitration.	Minimum increase of \$1 per week (the prevailing increase is from \$1 to \$1); cutters' wages subject to individual agreements. ¹⁶	Minimum increase of \$1 per week to workers on sailor suits (the prevailing increase is from \$1 to \$2); cutters' and trimmers' wages subject to individual agreements. ¹⁶	The prevailing rates for cutters are \$22; pressers, \$17 to \$21; shapers, \$20 and up; finishers, not many being employed on a weekly basis, \$0 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..... 16 Canvas baster..... 16 Armhole baster..... 11 Sleeve maker..... 12 Collar maker..... 16 Button sewer..... 9 Busheler (male)..... 19 Busheler (female)..... 7 Hand button sewer..... 18 Operators. Pocket sewer..... \$22 First assistant pocket sewer..... 17 Second assistant pocket sewer..... 12 Closer..... 22 Sleeve sewer..... 22 Coat sewer..... 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	Examiners..... \$27 Spongers, press operators, winding machine operators..... 22 Employees doing tacking, oil, damping, hanging up, book folding, hand rolling, doubling up..... 17 Tidlers..... 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 Spongers, per week. 1st 6 months..... \$18 2d 6 months..... 20 Takers off, per week. 1st 6 months..... \$10 2d 6 months..... 12 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	Wages determined 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 (mutkrat dyed), caracul, Persian, etc., January to July, \$13 to \$18; July to January, \$16 to \$25. Cutters, Grade C. Cuts rabbits, dogs, goats, marmot, 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, \$8 to \$12; July to January, \$12 to \$18. Finishers. January to July, \$7 to \$10; July to January, \$9 to \$14.
Regular time			Lining cutters..... 19								
Overtime	Time and one-half to week workers; rate one-half to pieceworkers.	Time and one-half; double time for work on 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. ¹⁷	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 vat makers; increase 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 32-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. ²	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 agreement 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. ¹¹	Decision of the Board of Arbitration: Tailors, 53 hours per week, and 52 hours per week beginning Jan. 1, 1913; 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	49 1/2 hours per week	49 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 conference committee.
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. ¹⁴	No provision	No legal holidays observed.	6 legal holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving 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.	No	Abolished	No provision	Pending decision of conference committee.
Home work	Abolished	No	Abolished; agreed to subsequent to the signing of agreement.	No provision	No provision	No provision	No provision	No	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. L. Magness, 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 at the discretion of the employers.
¹⁴ When shops are open for 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.

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