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LABOR AS AFFECTED BY THE WAR SERIES

NATIONAL WAR LABOR BOARD

A HISTORY OF ITS FORMATION AND ACTIVITIES, TOGETHER WITH ITS AWARDS AND THE DOCUMENTS OF IMPORTANCE IN THE RECORD OF ITS DEVELOPMENT

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U. S. BUREAU OF LABOR STATISTICS.

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NATIONAL WAR LABOR BOARD.

FOREWORD.

The annals of the National War Labor Board constitute one of the most important chapters in the history of American labor during the period of the war. In order that the record of the board's work may be preserved and made available in convenient form to the student of industrial relations, the Bureau of Labor Statistics has undertaken the task of assembling the material bearing directly upon its establishment and activities.

No final report was made by the board upon its dissolution in August, 1919. Its latest official report covered the 12 months' period ending May 31, 1919. An attempt has been made therefore in the present volume to complete the history of the board's work down to the date of its adjournment. Definite information was not available in all cases, but careful estimates have been made with the idea that exact figures, although desirable, are not essential.

It was not deemed necessary to reproduce in full the 1,160 awards of the National War Labor Board, but 106 representative awards illustrate the Board's interpretation of the principles laid down for it by the employers and workmen of the country as represented in the War Labor Conference Board.

No attempt has been made to generalize as to the interpretation and application of these principles by the War Labor Board. Conclusions as to its attitude toward its specific problems is left to the student from the facts here presented.

Nor has any attempt been made in the preparation of this report to digest the decisions of the board, a thorough analysis already having been prepared by Mr. R. P. Reeder of the staff of the War Labor Board. This analysis is reprinted herewith.

The bureau desires to acknowledge its indebtedness to Mr. Hugh S. Hanna and to Mr. Ernest Kletch of the Bureau of Applied Economics, formerly on the staff of the War Labor Board, who have given valuable assistance in the collection of the data included in this report.

CHAPTER I.—HISTORY OF THE FORMATION AND ACTIVITIES OF THE NATIONAL WAR LABOR BOARD.

FORMATION OF THE BOARD.

In the autumn of 1917 it became apparent that the Government's method of dealing with labor problems arising in connection with war activities was unsatisfactory. Each production agency was handling its own labor problems. As a result there were incompatabilities in labor policies not only between different departments, but also between different bureaus of the same department.

Competition in war industries and the diversity in rates of wages for essential skilled labor resulted in a constant shifting of such labor. There was no satisfactory system of employment exchanges through which labor could be allocated according to carefully determined requirements. Housing facilities in congested districts were entirely inadequate. Wages in many instances had not kept pace with the steadily rising cost of living. These conditions constituted a few of the more serious factors contributing to the general labor unrest, the alarming increase in the number of strikes, and the consequent decrease in production. Increased production was necessary to the successful prosecution of the war. Harmonious industrial relations were necessary to production.

A unification of labor policy was the logical initial step in bringing about the necessary industrial stability, and various interested agencies suggested to the Council of National Defense that it assume leadership in bringing about such a unification of labor administration. The production departments informally requested it. The President's Mediation Commission suggested the need for it.[1]

As early as September 6, 1917, the National Industrial Conference Board submitted by invitation of the council a proposal[2] for the creation of a Federal board to adjust labor disputes. Acting upon these suggestions the council on December 13 called an interdepartmental conference made up of representatives of the various production departments.[3] The report [4] of this conference, which was made on December 20, 1917, suggested among other remedial measures, "machinery which will provide for the immediate and equitable adjustment of disputes in accordance with the principles to be agreed upon between labor and capital and without stoppage of work." Action on the matter was deferred until the return of the Secretary of Labor who at that time was in the West with the President's Mediation Commission. Upon the return of the Secretary early in January the matter was again taken up and on January 4, the suggestion was submitted to the President who, on that date, appointed the Secretary of Labor as labor administrator with authority to take

[1] The section of the report of the President's Mediation Commission dealing with this subject is reprinted on p. 30.

[2] Reprinted on pp. 27 and 28.

[3] The personnel of this committee was as follows: Navy Department—Assistant Secretary F. K. Roosevelt; War Department—Stanley King; Labor Department—Assistant Secretary L. F. Post; American Federation of Labor—Grant Hamilton; Aircraft Board—A. A. Landon; Shipping Board—Robert Bass; Council of National Defense—L. C. Marshall. Representatives of other departments were present at some of the meetings of the committee in an advisory capacity.

[4] Reprinted in full on pp. 29 and 30.

steps to organize a labor administration along lines of the report of the interdepartmental conference.

In carrying out this program, the Secretary of Labor called to his assistance an advisory council of seven members chosen to represent various interests, with a representative of the general public as chairman. The members of this committee were as follows:

Hon. John Lind, chairman.
Waddill Catchings, and A. A. Landon, representing employers.
John Casey and John B. Lennon, representing wage earners.
Miss Agnes Nestor, representing women.
Dr. L. C. Marshall, economist to the council.

This council first met on January 16, and three days later presented to the Secretary a memorandum [5] recommending the appointment of a conference of 12 persons representing employers, wage earners, and the public for the purpose of negotiating agreements for the war period, "Having in view the establishment of principles and policies which will enable the prosecution of production without stoppage of work."

The Secretary approved this memorandum and created on January 28 a body known as the War Labor Conference Board. Convinced that the success of principles formulated to guide war labor administration would be conditioned upon their acceptance by both capital and labor and that it was therefore essential that both parties should formulate them, the Secretary called upon the National Industrial Conference Board and the American Federation of Labor as representatives of employers and wage earners respectively to appoint representatives to this board.[6] Each group was invited to choose its chairman who should preside on alternate days. The personnel of the board thus chosen was as follows:

Joint chairmen: Hon. William Howard Taft and Hon. Frank P. Walsh.

Representing employers:	Representing wage earners:
Loyall A. Osborne.	Frank J. Hayes.
C. E. Michael.	William L. Hutcheson.
W. H. Van Dervoort.	William H. Johnston.
B. L. Worden.	Victor A. Olander.
L. F. Loree.	T. A. Rickert.

The seriousness of the task before the board was appreciated in a statement of Hon. John Lind, chairman of the council responsible for its creation, made public on the eve of the conference. "Tomorrow's conference may easily prove one of the most significant developments in the history of America's participation in the war. In a sense, it is unprecedented in American industrial history." [7]

ADOPTION OF PRINCIPLES AND POLICIES TO GOVERN INDUSTRIAL RELATIONS DURING THE WAR.

This conference board, which began its sessions on February 25, handed down a unanimous report [8] on March 29 suggesting the appointment for the period of the war of a National War Labor Board, consisting of the same number and appointed in the same manner as the conference board making the recommendation. This

[5] For text of this memorandum see p. 30.
[6] Copy of letters sent by the secretary to these two agencies may be found on p. 30.
[7] This statement is published in full on p. 31.
[8] This report is reproduced on pp. 31-33.

report suggested the powers and functions which such a board should assume, and set forth certain principles and policies to govern relations between workers and employers in war industries for the duration of the war.

These principles thus agreed upon unanimously and voluntarily by both workers and employers were interpreted and applied by the National War Labor Board. They represented "the thought of capital and labor as to what the policy of our Government with respect to industrial relations during the war ought to be."[9] They became the basis of adjudication of disputes by other war-time agencies and constituted in essence a code of industrial law for the period of the war. They have been compared, so far as American conditions made them comparable, with the British Treasury Agreement.[10]

The Secretary of Labor deemed the persons agreeing upon these principles best fitted to carry them out, and therefore appointed them as members of the National War Labor Board. The President, by formal proclamation on April 8, 1918,[11] approved the appointment of this board and made public the principles and policies adopted by it. Governmental sanction was thus placed upon a system of mediation and arbitration which had been adopted voluntarily by the parties concerned.

PERSONNEL OF THE BOARD.

The board as finally constituted, therefore, consisted of five representatives of employers originally chosen by the National Industrial Conference Board, and five representatives of labor originally chosen by the American Federation of Labor, and two representatives of the public, one chosen by each group. In addition each member, including the joint chairmen, nominated an alternate to act for him during his absence. There was also a panel of 10 umpires later nominated by the President,[12] from which the board might select a final arbitrator in cases on which it was unable to agree.

The membership of the National War Labor Board as constituted at the time of its appointment was as follows:

William Howard Taft, joint chairman and public representative of the employers.
Frank P. Walsh, of Kansas City, Mo., joint chairman and public representative of employees.
For employers:
L. F. Loree, of the Delaware & Hudson Railroad Co.
W. H. Van Dervoort, of the Root & Van Dervoort Engineering Co., of East Moline, Ill.
C. Edwin Michael, of the Virginia Bridge & Iron Co., Roanoke, Va.
Loyall A. Osborne, of the Westinghouse Electric & Manufacturing Co.
B. L. Worden, of the Submarine Boat Corporation, Newark, N. J.
For employees:
Frank J. Hayes, of the United Mine Workers of America.
William L. Hutcheson, of the United Brotherhood of Carpenters and Joiners.
William H. Johnston, of the International Association of Machinists.
Victor Olander, of the International Seamen's Union of America.
Thomas A. Rickert, of the United Garment Workers.

[9] From statement of F. P. Walsh. This statement in full, together with that of Hon. W. H. Taft, made on the same occasion, is reprinted on pp. 33 and 34, following.
[10] L. C. Marshall, chief of Industrial Service Section, Council of National Defense, in Journal of Political Economy, vol. 26, 1918, p. 444.
[11] This proclamation is published in full on p. 34.
[12] For letter of the President naming umpires, see p. 35.

The following appointments and changes in personnel took place:

W. Jett Lauck, economist, of Chevy Chase, Md., to be permanent secretary, May 9, 1918.

Thomas J. Savage, of the International Association of Machinists, to be alternate for Mr. Johnston.

T. M. Guerin, of the United Brotherhood of Carpenters and Joiners, to be alternate for Mr. Hutcheson, May 13, 1918.

F. C. Hood, of the Hood Rubber Co., Watertown, Mass., to be alternate for Mr. Loree, May 17, 1918.

C. A. Crocker, of the Crocker–McElwain Co., Holyoke, Mass., to be alternate for Mr. Worden, June 1, 1918.

F. C. Hood, alternate for Mr. Loree, to become principal on the resignation of Mr. Loree, June 1, 1918.

John F. Perkins, of the Calumet-Hecla Copper Co., to be alternate for Mr. Osborne, June 1, 1918.

Frederick N. Judson, lawyer, of St. Louis, Mo., to be vice chairman and alternate for Mr. Taft, June 18, 1918.

John F. Perkins, alternate for Mr. Osborne, to be alternate for Mr. Hood, June 27, 1918.

H. H. Rice, of the General Motors Corporation, Detroit, Mich., to be alternate for Mr. Van Dervoort, July 1, 1918.

William Harman Black, lawyer, of New York City, to be vice chairman and alternate for Mr. Walsh, July 20, 1918.

Matthew Woll, of the International Photo-Engravers' Union, to be alternate for Mr. Olander, July 24, 1918.

John J. Manning, of the United Garment Workers, to be alternate for Mr. Rickert, July 24, 1918.

J. W. Marsh, of the Westinghouse Electric & Manufacturing Co., to be alternate for Mr. Michael, September 1, 1918.

On October 9, 1918, the board was notified of the death of Thomas J. Savage, and Fred Hewitt, of the International Association of Machinists, was designated alternate for Mr. Johnston, and took the place of Mr. Savage, October 22, 1918.

F. C. Hood resigned as member of the board on November 19, 1918.

P. F. Sullivan, of the Bay State Street Railway Co. of Massachusetts, to be alternate for Mr. Osborne, December 3, 1918.

Frank P. Walsh, joint chairman, resigned as a member of the board on December 3, 1918.

William Harman Black, vice chairman and alternate for Mr. Walsh, resigned as a member of the board on December 3, 1918.

Basil M. Manly, journalist, of Washington, D. C., to be joint chairman, to fill the vacancy caused by the resignation of Mr. Walsh, December 4, 1918.

William Harman Black, to be vice chairman and alternate for Mr. Manly, December 4, 1918.

John F. Perkins, alternate for Mr. Hood, to be a principal, to fill the vacancy caused by the resignation of Mr. Hood, December 4, 1918.

B. L. Worden resigned as a member of the board on December 9, 1918.

C. A. Crocker, alternate for Mr. Worden, to be a principal, to fill the vacancy caused by the resignation of Mr. Worden, December 11, 1918.

Harold O. Smith, of the J. & D. Tire Co., Charlotte, N. C., to be alternate for Mr. Crocker, January 17, 1919.

Granville E. Foss, of the Brightwood Manufacturing Co., North Andover, Mass., to be alternate for Mr. Perkins, February 11, 1919.

C. A. Crocker resigned as a member of the board on February 24, 1919.

Principal members and alternates appointed subsequent to the creation of the board were nominated and appointed in the same manner as were the original members, the date given above with the name of the appointee being the date of appointment or of entering upon duty.

LIFE OF THE BOARD.

The board functioned for a period of 16 months. After the armistice, however, there were objections to its decisions on the ground that the board was created for the period of the war. At the

request of the President, the board decided to continue its work and on November 22 passed the following resolution relative to the status of its awards.

Wherever question arises under awards already rendered as to whether those awards are still in effect on account of the term "duration of the war," the Secretary be instructed to advise them that those awards are in effect and that the words are interpreted to mean until peace has been proclaimed by the President of the United States.

On December 5 the board issued a statement to the effect that thereafter it would act only in cases submitted [13] to it for arbitration by both the parties in dispute. Cases continued to be submitted, however, 87 coming before the board in the month of January.

The activity and effectiveness of the board gradually declined, partly from lack of funds and partly from lack of interest, since the need from which it arose—the increase of war production—was no longer compelling.

On June 25 the board adjourned subject to the wishes of the President, recommended that its files and records be transferred to the Department of Labor, and declined thereafter to accept further cases. Cases then pending were finished by the joint chairmen of the board. On August 12, 1919, the board held its final meeting and formally dissolved.

JURISDICTION OF THE BOARD.

The proclamation of April 8 (see p. 34) creating the board conferred upon it jurisdiction in all controversies "in the field of production necessary for the effective conduct of the war," and also "in other fields of national activity delays and obstructions in which might, in the opinion of the National Board, affect detrimentally such production."

Inasmuch as there were few business activities which did not affect directly or indirectly the "effective conduct of the war," the jurisdiction thus conferred upon the board was extremely broad. Fewer than 50 complaints were dismissed by the board on the ground that war production was not involved.

The jurisdiction of the board was limited, however, by the further provision of the proclamation that the "board shall refuse to take cognizance of a controversy between employer and workers in any field of industrial or other activity where there is by agreement or Federal law a means of settlement which has not been invoked." This provision excluded from the original jurisdiction of the board a number of the most important industries, such as the shipbuilding industry where adjustment boards had already been set up by agreement, and the coal industry where labor conditions were controlled by agreement of all parties with the Fuel Administration. Controversies in such industries could be heard only upon appeal. In no case was an appeal permissible on question of fact. The procedure of the board provided that appeals would be heard only on the ground that the principles of the President's proclamation had been violated or that either party to the award had violated it, or to determine questions of jurisdiction as between Government boards.

[13] This statement is reprinted in full on p. 35.

ORGANIZATION AND PRACTICE OF THE BOARD.

BOARD MEETINGS.

Meetings of the board were held on every other Tuesday at Washington, and at such other times and places as the board determined. At such meetings the presence of three employer members, three employee members, and at least one joint chairman constituted a quorum.

The order of business at regular meetings of the board in executive session was as follows:

1. Reading of the minutes of the board and of the standing committee.
2. Report of the secretary.
3. Report of the auditor.
4. Miscellaneous business brought up by any member of the board.
5. Calling of the unassigned docket for the assignment of cases to sections.
6. Calling of the docket of cases submitted to sections ready for report and the formulation and approval of conclusions and awards.

HEARINGS.

The board held public hearings during the weeks of its regular sessions. At such hearings it heard evidence and argument of cases set down for hearing by the full board and such applications for preliminary and interlocutory orders and the disposition of such miscellaneous business as properly came before it.

When the number of submissions to the board became so great as to render hearings by examiners necessary, such hearings almost entirely supplanted hearings before board members. In addition to the heavy requirement of considering the testimony secured by examiners the board heard only cases of peculiar difficulty or listened to oral argument in cases in which the testimony had previously been submitted to examiners. Hearings held by examiners constituted about 66 per cent of the total.

During the months of greatest activity examiners' hearings averaged about 15 per week, and in view of the length of many hearings and their wide separation geographically, this involved the need of some 30 examiners. Usually the hearings were held at the place of controversy. This was done primarily for reasons of economy, as it was much less expensive to send an examiner with necessary assistants to another point than it was to pay the expenses of representatives and witness to Washington. The policy adopted was to assign only one examiner to a hearing, except in cases of particular difficulty or complexity; but this policy could not always be observed, owing to the need of breaking in new examiners, a process which could be best accomplished by sending a new man with a more experienced examiner, in order that he might get practical training.[14]

ORGANIZATION OF STAFF.

The secretary of the board was chief executive officer. The organization of his staff developed as the work of the board increased. The maximum number of employees on the staff of the board was approximately 250. This point was reached immediately before signing of the armistice. After that time the staff was gradually reduced. As finally constituted the staff consisted of six departments, subdivided in most cases into so-called divisions. The work of these departments may be outlined briefly as follows:

[14] Quoted sections are reprinted from Report of the Secretary of the New War Labor Board to the Secretary of Labor, May 31, 1919.

Department of procedure.—This department had supervision of all matters affecting the procedure and expedition of cases before the board in compliance with forms and methods adopted by the board. There were four divisions under this department: (1) The complaint division, the duty of which was to examine all complaints submitted to the board, to see that such complaints were in appropriate form, and to decide in consultation with the secretary as to their disposition; (2) the docket division, its manager being charged with the duty of keeping a detailed chronological record of the steps relating to the status of each case from its inception; (3) the division of public hearings, which was in charge of arrangements for securing proper facilities for the meetings of the board, or of the examiners and attend to other administrative detail in connection with hearings; and (4) the division of official reporting, which had charge of the reporting of all public and executive sessions of the board, and of all hearings before examiners.

Department of files and information.—The department of files and information consisted of three divisions—files, publications, and editorial. These divisions, as the names indicate, were primarily concerned with the upkeep of the files, the maintenance of the mailing list, and with the editorial work necessary to the publication of the board's findings and reports.

Department of office management.—To this department was assigned the office detail of the board. It consisted of two divisions: (1) The division of buildings, equipment, and supplies, which had custody of buildings occupied by the board, and charge of the purchase and distribution of the office supplies of the board. This division also had charge of the messenger service. (2) The division of stenography and typewriting, which was charged with the duty of maintaining an adequate force of stenographers for the general use of the board and its staff.

Department of auditing and accounts.—To this department was delegated the supervision of all the accounting and approval of disbursements.

In addition to the usual machinery above mentioned necessary to the mechanical work of the board, there developed a department of examination and a department of administration of awards.

Department of examination.—The primary work of the department was that of presiding over all original hearings on complaint of either party, the collating and digesting of testimony and other information regarding controversies before the board, for the use of the board, or sections of it, in arriving at proper settlement of such controversies. The rapid accumulation of cases made it physically impossible for the board to hear all testimony and argument in each case. It was often able to render a decision on the case as reported by the examiners without taking further testimony, although in some cases the board felt it necessary to hear all of the argument of the parties in the testimony previously submitted to the examiners. The work of this department was carried on through two main divisions: (1) The division of investigation, which handled all matters dealing with the conduct of examiner's hearings, the serving of perfected complaints upon respondents, summoning of witnesses, and the conduct of all investigative work ordered by the board or by the secretary. (2) The division of analysis, which assembled and

digested for the use of the board or sections the testimony, exhibits, and other information relative to controversies submitted for decision. A special section of this division collated and analyzed the data relative to living costs.

Department of administration of awards.—It was the duty of this department to oversee the carrying out of the award or findings as applied to specific questions as they might arise. Hearings were sometimes held by administrators in the field. In cases where the original intent of the award was not clear, the question in dispute was referred by the department to the section of the board writing the award.

SPECIAL FIELD REPRESENTATIVES.

Early in its work the board arranged for the appointment by employers' and employees' groups of special representatives to make preliminary investigations of complaints brought before the board. It was expected that these representatives might act in a conciliatory capacity or could assist parties to the controversies in the preparing of their cases for hearings. It was found, however, that this procedure operated rather to accentuate the original differences as to which complaints were made and it was therefore discontinued.

LOCAL BOARDS.

It was the original intention of the board to appoint local boards to facilitate the work of the central agency but this plan was never successfully carried out.

PROCEDURE.

Although the board was constituted both a conciliatory agency and an arbitration tribunal, in practice it seldom acted in a conciliatory capacity. The examiners and investigators of the board sometimes acted in such a capacity, but the board itself functioned as a court to which complainants brought their cases and requested adjudication.

The submission of a case to the board had to be made on a prescribed form, with a full statement of grievance and specifications as to names and places. If the case was one that seemed to the secretary of the board to fall under the jurisdiction of some other agency, it was so referred. During the 16 months of the existence of the board, 315 cases were so referred. If the case was one which seemed to the board to fall within its jurisdiction, a copy of the complaint was served to the party defendant with a request for information and a request that that party also submit the issue to the board and agree to abide by its decision. If one of the parties refused to submit to arbitration, the case was known as an ex parte case, and the procedure of the board in such cases was entirely different from that in the joint submission cases where both parties formally submitted to the board and agreed to abide by its award. In joint submission cases the board was bound to render a decision. If it could not do so by unanimous agreement an umpire was selected whose decision was just as binding as that of the board. Out of the 1,251 separate controversies placed before the board 199 were joint submission cases.

In ex parte cases, of which there were 1,052, a decision of the board on the merits of the case was no more than a recommendation, could

be made by a majority vote, and on failure of a majority vote could not, under the practice of the board, be referred to an umpire, as reference of an ex parte case to an umpire was construed as equivalent to compulsory arbitration. Thus, an ex parte case in which the board was evenly divided remained on the docket as undecided. In practice only three case groups remained undecided, the joint chairmen's votes being sufficient to make a majority even when the two groups were unable to agree.

Details of procedure as to form of complaint, etc., developed as the work of the board progressed, but always with the idea of having a a minimum of formal procedure consistent with the assurance that complaints were bona fide.

At the start of its work it was the evident intention of the board to hear, itself or by sections, the parties to each of the controversies submitted to it. The rapid accumulation of cases, however, soon made the continuance of such a course physically impossible, and the policy was then adopted of employing a staff of judicial examiners,[15] under the secretary, to take the testimony of parties for presentation to the board.

By this use of judicial examiners, the work of the board was greatly expedited. The examiners heard the parties to the case, usually at the place of origin, and the transcript of the case, together with the digest thereof, was transmitted to a section of the board for consideration.

The division of the board into sections was also for the purpose of expediting its work. Usually a section consisted of one member from each group, although for certain important or complicated cases a double section was appointed. The joint chairmen acted as the section on practically all public utility cases. If the section was able to agree upon a decision, this was brought before the board for discussion and approval. Usually approval followed as a matter of course. If the section was unable to agree, the case came before the full board for decision. In this way several cases could be in process of being handled at the same time. Not infrequently a section of the board or the full board itself held hearings to develop points not brought out satisfactorily at the examiners' hearings.[16]

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[15] See Department of Examination, p. 15.

[16] The method of presenting complaints and the procedure formally adopted by the board, in detail, is reprinted on pp. 41-50.

CHAPTER II.—THE WORK OF THE NATIONAL WAR LABOR BOARD.

The National War Labor Board served as an industrial supreme court for the period of the war. The principal object in its creation was the removal of the causes of interrupted production by providing a means by which parties to controversies might continue their industrial efforts in the knowledge that their differences would be adjudicated fairly and honestly on the basis of principles formulated by both sides and guaranteeing fundamental justice to both sides. To a great extent this object was realized. The board played a large part in the stabilization of industrial relationships to the end that war production of the country was not only maintained but increased to the maximum in the history of the country. Furthermore, it did much to educate employers, employees, and the public in regard to some of the fundamental aspects of industrial relationships.

EXTENT OF THE BOARD'S WORK.

The awards and findings of the board for which information is available directly affected more than 1,100 establishments, employing approximately 711,500 persons, of whom about 90,500 were employees of street railways. These numbers include only those persons who were specified directly in the terms of the decisions. The influence of the board's decisions, however, was vastly wider than these numbers indicate. In many cases the decision was applied in practice to other employees of a plant than those in whose names the controversy was filed, and very frequently a decision in regard to one company was accepted by other companies similarly situated. There was a growing inclination on the part of employers voluntarily to adjust hours and working conditions in conformity with the decisions already rendered by the board. In many instances controversies were settled by other adjustment agencies in accordance with the principles laid down by existing decisions or rulings of the board. In 138 recorded instances and probably many others strikes and lockouts were averted or called off as a direct result of the board's intervention.

ORIGIN OF CASES.

Cases came to the board from three sources: (1) By appeal from decisions of other boards. (2) By reference to the board by other agencies. (3) By direct complaint.

Few cases came to the board by way of appeal from the decisions of other boards, the New York Harbor case (Docket Nos. 10 and 1036), appealed from the New York Harbor Wage Adjustment Board, being probably the most important. Approximately one-third of the cases in which the board made awards came from conciliation agencies which had been unable to adjust matters in dispute. The largest number of these cases came from the Department of Labor, but some of the most important were referred by the War and Navy Departments, where they had previously been handled by the industrial service sections of those departments. Such was the Bridgeport case (Docket No. 132), the Smith & Wesson case (Docket No. 273), and the Newark (N. J.) Machinists' cases (Docket No. 720). The

other cases in which the board handed down awards (nearly two-thirds) came by way of direct complaint. Of the total number of direct complaints coming before the board, approximately 12 per cent came from employers or employers' associations, approximately 36 per cent from employees other than unions, about 2 per cent from individuals and constituted individual complaints, and the remainder—about 50 per cent—from unions or their representatives.

DISPOSITION OF CASES.

The National War Labor Board functioned for 16 months. During this time 1,251 separate controversies were presented to it for decision. Of this number 199 were submitted by both parties to the dispute. In 1,052 cases one party refused to join in the submission. Awards or recommendations were made in 490, or 39 per cent, of the cases submitted. In 34, or about 17 per cent, of the cases jointly submitted the board was unable to agree, and the disputes were submitted to umpires for decision. Cases submitted by one party only were never referred to an umpire, such practice being construed as equivalent to compulsory arbitration.

Regular meetings of the full board were held every other week, at which cases were assigned to the proper sections (of which there were six) and the recommendations of the sections of the board were considered. In many cases, of course, the action of the full board consisted merely in approving the decisions of the sections. With all simplification possible, however, the board handled an almost incredible amount of work each month. An average of 78 cases per month were considered. Of this number an average of 31 cases resulted in awards. The cases in which awards were not made were either dismissed, referred, withdrawn, or remained undecided. In detail, the disposal of the cases was as follows:

Statement showing disposition of cases before the National War Labor Board.

Awards and findings made	[18] 490
Dismissed	392
Referred	315
Undecided	[19] 53
Suspended	1
Total	1,251

The greater number of cases dismissed were removed from the docket of the board without prejudice because of lack of prosecution, or because the parties themselves entered into voluntary agreement, making formal action of the board unnecessary. The reasons for removal and the number dismissed for each cause are as follows:

Number of cases dismissed for each specified cause.

Lack of agreement	12
Lack of jurisdiction	93
Lack of prosecution	159
Voluntary settlement between parties	116
Withdrawal	12
Total	392

[18] Not including 64 supplementary awards, etc., in cases in which action had already been taken.
[19] These 53 cases represent actually only 3 case-groups, as one of the case-groups involves 51 docket numbers.

The 315 cases referred by the board to other agencies were distributed as follows, more than half being referred to the Division of Conciliation of the Department of Labor for the possible adjustment of difference without formal action of the board:

Number of cases referred to each specified agency.

Department of Labor, division of conciliation	164
Department of Labor, Employment Service	1
Railroad Administration, division of labor	13
Navy Department	6
Treasury Department	1
Post Office Department	8
Emergency Fleet Corporation, industrial relations division	4
Emergency Fleet Corporation, Labor Adjustment Board	6
War Industries Board	3
War Labor Policies Board	1
Fuel Administration	6
Federal Oil Inspection Board	1
War Department, various divisions	24
War Department, Quartermaster General	8
Army Ordnance, industrial relations section	29
Signal Corps and Aircraft Production Board	20
Board members	10
Officers of international unions	10
Total	315

PUBLIC UTILITY CASES.

Of the 490 awards and findings of the board 106, or about 22 per cent, concerned public utilities. Approximately 240 controversies affecting the employees of public utilities were brought to the board for adjudication. These cases were referred to the joint chairmen as a section. The board made awards or recommendations in 106 cases; the remainder were either referred to other agencies—usually the Department of Labor—were settled by voluntary agreement, or were dismissed after hearing for lack of jurisdiction or failure to prosecute.

Out of about 140 public utility cases on which hearings were held by the board, only 13 were ex-parte cases, the remainder being submitted by both parties to the dispute. With few exceptions the employees, parties to all of the 140 public-utility cases in which hearings were held, were organized.

In the street-railway cases employees parties to the cases were, with the exception of 16 cases, members of the Amalgamated Association of Street & Electric Railway Employees of America. Of the 16, the employees in 3 cases were members of the Brotherhood of Railway Trainmen and the Brotherhood of Locomotive Engineers, and in 7 cases employees were members of local unions not affiliated with the American Federation of Labor—this number included 2 organizations of woman conductors. In 3 street-railway cases the employees were not members of any union and these 3 cases were brought to the board by employees discharged for joining the Amalgamated Association of Street & Electric Railway Employees. In 3 of the street-railway cases and in all gas and power-company cases except 2, the employees, parties to the dispute, were members of the International Brotherhood of Electrical Workers.

DISTRIBUTION OF CASES GEOGRAPHICALLY AND BY TIME.

Geographically the cases coming before the board naturally were situated in those sections of the country where the war industries were most active, that is, in the Middle and North Atlantic States and in the Middle West.

During the first few months the board confined itself to cases which most vitally concerned war production. Its first decision was issued on June 12, 1918. During the first two months of the board's activity, June and July, 246 cases were placed on the docket and 34 awards and findings made. Of this number 21 cases concerned public utilities and 13 were industrial. That the importance of the board's work was being felt is indicated by the rapid increase in the number of submissions from the beginning of its work until the signing of the armistice in November, 1918. In November alone 275 cases were submitted. The effect of the armistice was strikingly evident in the falling off of the number of cases submitted. In the six months following the armistice only 423 new cases were received as compared with 847 submissions during the six months prior to the armistice. This decrease was due in part to the resolution of the board providing that after December 5, 1918, only joint submission cases would be received.[20] The following table indicates the activities of the board by months from the time its first award was handed down until the final adjournment of the board.

NUMBER OF CASES PLACED ON DOCKET AND NUMBER OF AWARDS AND FINDINGS MADE BY NATIONAL WAR LABOR BOARD, MAY, 1918, TO AUGUST, 1919.

Month.	Cases placed on docket.			Awards and findings made.				
	Joint submissions.	Ex-parte cases.	Total.	Industrial.	Public utilities.	Total.	Supplementary actions.	Total actions.
1918.								
May to July	38	208	246	13	21	34	.....	34
August	29	96	125	4	.....	4	.....	4
September	39	180	219	8	.....	8	2	10
October	18	133	151	14	14	28	3	31
November	24	251	275	17	20	37	3	40
December	13	55	68	17	7	24	9	33
1919.								
January	9	78	87	43	9	52	10	62
February	3	70	73	35	9	44	6	50
March	15	1	16	114	7	121	11	132
April	1	4	5	79	9	88	11	99
May	4	1	5	15	2	17	3	20
June	6	.....	6	12	1	13	3	16
July	(1)	.....	.....	13	.....	13	.....	13
August	(1)	.....	.....	.....	7	7	3	10
Total	199	[2] 1,077	[2] 1,276	384	106	490	64	554

[1] The board accepted no new cases after June 25 but cases pending on that date were considered between that time and the dissolution of the board on Aug. 12.
[2] Including 25 docket numbers consolidated.

CHARACTER OF COMPLAINTS.

The question of wages was most frequently before the board, more than half of the cases placed before it involving this question. The question of hours ranked second to wages in the number of cases in-

[20] The text of this resolution will be found on p. 35.

volved, and discrimination against employees for union affiliation ranked third. Working conditions, the right to bargain collectively, the 8-hour day, and overtime, each involved in more than 100 cases, ranked next in the order mentioned. A total of 64 cases before the board concerned various questions affecting the employment of women; of this number 18 involved the question of equal pay for equal work.

AWARDS OF BOARD.

CHARACTER OF AWARDS.

The character of the board's awards and findings and its interpretation of the principles laid down for its guidance are set forth in detail in the analysis and summary of the board's awards published on pages 52 to 115 following. It will be sufficient here to call attention to the two determinations of the board which were probably most far reaching—(1) bargaining relationships between employers and employees, whether organized or unorganized, and (2) the establishment of the principle of the living wage in industry.

The first principle of the board's industrial code (p. 32) recognized the right of workers to organize in trade-unions and to bargain collectively. This principle was involved in more than 150 disputes brought before the board. In some cases in which the question of collective bargaining was not involved in the original dispute, the board directed the establishment of such a system of collective bargaining as a method of adjusting the dispute in hand and future controversies. A total of 226 of the board's awards provided for collective bargaining with employees either through unions in those shops which had been organized before the establishment of the board, or through shop or departmental committees in shops which had not previously been organized. Several awards specified the method of electing shop committees and assigned to them various duties, such as working out of wage scales and piecework rates, discharges, and sanitary conditions.

The "principles and investigations and decisions of the board in regard to the minimum wage went far toward establishing that principle as an actuality in this country."[21] In its determination of what should constitute a living wage the board did not reach a final decision, however. On July 11, 1918, the following announcement was made:

> The board hereby announces that it has now under consideration the matter of determination of the living wage which will permit the worker and his family to subsist in reasonable health and comfort. That in respect to the minimum established by this finding [Docket No. 40] it shall be understood that it shall be subject to readjustment to conform to the board's decision when and as a determination shall be reached in that regard.

The minutes of the board's meetings show a further consideration of the matter and the adoption of a resolution on July 31, 1918, providing "that for the present the board or its sections should consider and decide each case involving these principles on its particular facts and reserve any definite rule of decision until its judgments have been sufficiently numerous and their operation sufficiently clear to make generalization safe."[22] No further decision was reached.

[21] R. B. Gregg, in the Harvard Law Review for Nov., 1919, p. 59.
[22] This resolution is published in full on p. 35.

Minimum rates of wages were established in specific instances, however, for various occupations, including machinists, tool makers, machinists' helpers, pattern makers, molders and core makers, blacksmiths, boiler makers, bricklayers, plumbers, painters, carpenters, electrical workers, laborers, etc.[23]

CRAFTS AFFECTED BY AWARDS.

Certain crafts were excluded from the jurisdiction of the board, except in appeal cases (see p. 13) because they were dealt with by other Government agencies. Cases affecting the metal trades and the street railways were most frequently before the board. The machinists and tool makers ranked first both in number of cases and number of men involved, more than 180 cases before the board affecting these crafts. The street railway employees ranked second, both in number of cases and number of workers involved in disputes presented to the board for adjustment. Next in order by number of applications to the board for adjustment of controversies came molders and core makers; carpenters and joiners; electrical workers; iron workers; pattern makers; mine workers; metal workers, not specified; boiler makers; laborers; lumber-mill workers; mechanics; blacksmiths; retail clerks; coopers; fire fighters; bricklayers, and smeltermen, respectively, all involved in 12 or more cases. Workers in a wide variety of other crafts made application to the board, including policemen, butchers, airplane workers, glassworkers, agricultural workers, shoe workers, waiters, and grain handlers.

ENFORCEMENT OF AWARDS.

The terms of its creation gave the board no legal authority to enforce its decisions. In cases of joint submission the parties had, of course, the right of legal redress as in all cases of violation of contract. Otherwise the execution of the board's decisions depended on the support of public opinion, the support of other governmental agencies, and the obligation laid upon employers and employees by their chosen representatives in the formation of the board and the drafting of its principles.

In practice during the period of active hostilities the powers of the production departments of the Government—such as the War and Navy Departments—which were very great, as well as the influence of the President himself, were consistently used in support of the awards of this board.

There were three outstanding cases in which there was resistance to the decisions of the board. The first involved the Western Union Telegraph Co. and its employees, the third case on the docket. Here the question arose as to whether an employer should, during the period of the war, insist upon his right to decide that his employees should or should not enjoy the privilege of membership in trade-unions of their choice. This question of discrimination against workers who affiliate themselves with trade-unions had led to innumerable industrial conflicts entailing vast losses of production to the country. In this case the board, following the principle laid down by the conference committee of employers and employees (known as the War

[23] For more complete data as to occupations and the minimum established in each case, see pp. 94 to 106.

Labor Conference Board) made public in the President's proclamation of April 8, recommended that the Western Union desist from its practice of dismissing workers for joining the union. This the company refused to do. The President publicly requested the company to comply with the recommendation of the board, but without success. The telegraph employees again threatened strike. Thereupon all telegraph and telephone lines were taken over by the Government.

The other two most striking cases of this kind were the Bridgeport and the Smith & Wesson cases (Docket Nos. 132 and 273). In the former when the Bridgeport strikers refused to abide by the award the President ordered them back to work under penalty of deprivation of employment through the Federal Employment Service. They obeyed. At the same time the President insisted that the company reinstate the striking employees whom they were refusing to reemploy.[24] In the Smith & Wesson case refusal of the employers to abide by the decision of the board ended in a prompt commandeering of the plant by the War Department.

These cases firmly established the position of the board, and there was a minimum of resistance to its decisions thereafter.

ADMINISTRATION OF AWARDS.

The National War Labor Board early adopted the principle of retaining jurisdiction for the purpose of helping both parties to put the award into effect. Such a policy was found necessary and desirable, in spite of the desire of the board to encourage to the greatest possible extent the administration of its decisions by the parties concerned.

In practice it was found that even the best drawn awards frequently left room for divergent interpretations. If the differences were small, adjustment could be made by correspondence, but in case of major differences the sending of an examiner as an interpreter and administrator proved to be the only alternative to having the parties bring their difficulties direct to the board.

A total of 180 awards and findings, including 71 street railway cases, were administered by the department of administration. In the 71 street railway awards a total of 142 separate points were ruled upon by the administrators, as many as 15 points coming up in connection with a single award.

SHOP COMMITTEES.

Among the cases in which the chief difficulties were encountered were those in which the award provided for collective bargaining in a plant where such a system had not previously existed. Often the parties in such cases were completely at a loss as to how to begin such a system and imperatively needed counsel with some one familiar with the processes of installing shop-committee systems. Administrators were sometimes obliged to spend months building up systems of representation of workers so that there might be proper persons with whom to deal on behalf of the employees. This was not true of street railways, where there was usually a strongly organized inter-

[24] Letters of the President to the Bridgeport strikers and to the employers refusing to reinstate them are reprinted on pp. 36 and 37.

national union already in contractual relations with the railroad companies, but it was conspicuously true of certain industrial establishments such as those concerned in the Bridgeport case, where over 60 establishments, employing 60,000 workers, largely unorganized, were involved. The award in this case provided for a local board of mediation and conciliation. The formation of such a board necessitated the setting up of elaborate machinery for the institution of collective bargaining between the company and its employees. To meet this emergency the board formulated and instituted here a shop-committee plan.[25] This plan provided for the election of departmental and general committees of employees. The powers, functions, and methods of procedure of these committees were defined. Provisions were made for a referendum and recall of elected committeemen and for amendment of the by-laws. This plan, modified to meet conditions in particular cases, was instituted later in a number of cases. No invariable rule was laid down for all cases, the composition of the committee, its duties, and the method of its election being left so far as possible to the agreement of the parties. Specific action of the board in such cases is indicated in the summary of the board's awards (see pp. 58 to 116).

[25] For the detailed plan, see pp. 37 to 41.

CHAPTER III.—DOCUMENTS RELATING TO FORMATION AND ACTIVITIES OF THE BOARD.

PUBLICATIONS OF THE BOARD.

Two important memoranda were compiled under the supervision of the secretary for the use of the board and later published as separate documents. One dealt with the minimum wage and increased cost of living, and the other with the eight-hour working day. These memoranda, together with the secretary's reports, pamphlets setting forth the organization and procedure of the board, and the organization and by-laws for collective bargaining committees, constitute the chief publications of the board, aside from its awards and findings, decisions and rulings. A list of the board's publications, with bibliographic citations, follows:

Memorandum on the minimum wage and increased cost of living. Submitted by the secretary at the request of the board at its meeting on July 12, 1918. Washington, Government Printing Office, 1918. 148 pp.

Memorandum on the 8-hour working day. Submitted by the Secretary July 20, 1918. Washington, Government Printing Office, 1918. 104 pp.

Organization and by-laws for collective bargaining committees. Instituted by the National War Labor Board for Bridgeport, Conn. Bridgeport, Conn., Sherwood-Morgan Co. (1918), 18 pp.

Memorandum report of the secretary for the 12 months ending May 31, 1919. Washington, D. C., 1919. 16 pp.

Report of the Secretary of the National War Labor Board to the Secretary of Labor, for the 12 months ending May 31, 1919. Washington, Government Printing Office, 1920. 149 pp.

Proclamation of the President creating the National War Labor Board. Its functions and powers. Principles governing industry. Method of presenting complaints and procedure. Washington, 1918. 11 pp.

Principles and rules of procedure. Washington, Government Printing Office, 1919, 16 pp.

Organization and practice of the board as adopted and amended to December 10, 1918. Washington, Government Printing Office, 1919. 8 pp.

Awards and findings. Dockets Nos. 1–1160. Washington, 1918–19. Published separately. (Collected and issued by the Bureau of Applied Economics, Washington, D. C., in 5 volumes, with index.)

RECOMMENDATION OF THE NATIONAL INDUSTRIAL CONFERENCE BOARD OF MEANS FOR PREVENTING INTERRUPTION BY LABOR DISPUTES OF NECESSARY WAR PRODUCTION.

Made, by invitation, to Council of National Defense September 6, 1917.

* * * * * * *

1. That as a basis of mutual understanding employer and employee recognize and agree that now and for the period of the war continuous, efficient production can alone equip and sustain our military forces. Every dispute, whatever its motive, which interrupts production, furthers the ends and operates to the advantage of the public enemy.

2. The Nation needs the service of every citizen. Its industrial workers are as indispensable to victory as the soldier on the firing line. The nonunion man is as necessary in the factory as he is in the Army. On economic as well as indisputable moral grounds the Government can, therefore, neither permit nor tolerate the exclusion of any laborer from productive employment. We, therefore, urge the council to adopt and reassert as its guiding principle the fundamental American doctrine authoritatively stated by the Anthracite Coal Strike Commission with the approval of representatives of both employers and unions included in its membership and commended as the basis of industrial adjustments by Presidents Roosevelt, Taft, and Wilson: That no person shall be refused employment or in any way discriminated against on account of membership or nonmembership in any labor organization; that

there shall be no discrimination against, or interference with, any employee who is not a member of any labor organization by members of such organization.

3. The council's reiterated recommendation that employers and employees in private industries should not attempt to take advantage of the existing abnormal conditions to change the standards which they were unable to change under normal conditions, should now receive an unambiguous interpretation to assure its practical application as a working principle. To this end we propose:

(*a*) That applied to existing statutory regulations intended to promote safety and health, it shall be agreed that for the period of the war there shall be no suspension or modification of such provisions, except upon recommendation of the Council of National Defense after due investigation by its agencies and when, in its judgment, required by the exigencies of war.

(*b*) Applied to wages, demands shall be tested by the prevailing local standard of the establishment in effect at the beginning of the war with such modification as may be shown to be necessary to meet any demonstrated advance in the cost of living.

(*c*) Applied to hours, the standard shall be those established by statute or prevailing in the establishment at the beginning of the war subject to change only when in the opinion of the Council of Defense it is necessary to meet the requirements of the Government.

(*d*) Applied to what are commonly known as "open" or "closed" shop conditions, it shall be understood and agreed that every employer entering the period of the war with a union shop shall not by a lockout or other means undertake to alter such conditions for the duration of the war, nor shall any combination of workmen undertake during the like period to "close" an "open" shop.

4. Adopting these standards as the basis of its operation, we recommend the creation of a Federal board to adjust labor disputes for the duration of the war; the activities of this board to be confined to disputes growing out of employment on the subject matter of war production for the Government. To such board shall be primarily referred for final settlement all major disputes of the nature suggested with full power to create all machinery necessary to execute its functions. Its decisions must bind all parties to the dispute. It should be constituted equally of representatives of employees, employers, and the Government, representatives of the latter to hold the deciding voice in the event of an equal division of opinion. It is to be further understood and agreed that there shall be no interruption of production by strike, lockout or other means within the control of employer or employee.

5. We pledge to the country, through you, the acceptance of such a program by the great body of representative associations and individual manufacturers we are authorized to represent. We do not seek to be regarded as the exclusive spokesman of all industry and will cooperate in any helpful capacity with any and every manufacturer whether members of our association or not.

6. To secure in the public interest a mutual understanding and agreement predicated upon the proposals set forth, we suggest: That the Council of National Defense call, at the earliest convenient date, a conference of representative national and international officers of American trade-unions that they may be requested to join in the pledge here made on behalf of employers. Their loyal cooperation for the duration of the war will assure a known standard of conduct to govern these vital industrial relations. The national safety will then no longer be imperiled by disputes, halting vital production and necessarily operating to give aid and assistance to the public enemy.

We reiterate in conclusion the pressing necessity for recognizing one vital and primary principle. A Government which can not itself discriminate between its citizens can not tolerate a condition which encourages private organizations to compel such discrimination. Politically and economically such a policy spells disaster. It destroys the responsibility of management which is vital to successful production and denies in our own democracy the basic principles of individual liberty and opportunity, for which its citizens since the foundation of the Republic have shed freely of their blood and for which to-day they are prepared to die on alien soil.

Signed on behalf of the National Industrial Conference Board by its executive committee and its advisory committee:

Executive committee:
LOYALL A. OSBORNE, *Chairman.*
FREDERICK P. FISH.
WILLIAM H. BARR.
A. LAWRENCE FELL.
CHARLES CHENEY.
MAGNUS W. ALEXANDER,
Executive Secretary.

Advisory committee:
LOYALL A. OSBORNE, *Chairman.*
WILLIAM H. BARR.
W. H. VAN DERVOORT.
C. A. CROCKER.
ELLISON A. SMYTH.
W. A. LAYMAN.

REPORT OF THE WAR LABOR CONFERENCE COMMITTEE TO THE COUNCIL OF NATIONAL DEFENSE, DECEMBER 20, 1917.

A.

Your committee is of the opinion that the present method of dealing with labor problems which arise in connection with the Government's war activities is not satisfactory; and for the following reasons:

1. At present each department of the Government is, with few exceptions, dealing with its own labor problems irrespective of what is done by other departments. As a result (*a*) there is much duplication of effort; (*b*) there is no uniformity of policy or procedure; (*c*) there is much conflicting action.

2. Each department competes against all other departments for essential skilled labor. Contractors and subcontractors engaged on Government work are using every means at their command to draw essential skilled labor away from one another. By this means labor turnover is multiplied and men are kept moving from job to job in certain industries for higher pay.

3. There is as yet no adequate system for dealing promptly and uniformly on a nation-wide basis with labor disputes affecting war work. The result is an increasing labor unrest.

4. To allow this situation to continue will, in our opinion, diminish the country's production and eventually paralyze industry.

B.

Your committee is of the opinion that action should be taken along the following lines.

1. In order to allay industrial unrest and to create a spirit of real cooperation between labor and capital during the war, it is essential that excessive war profits be wholly eliminated; and that the Government's policy in regard thereto be sufficiently uniform so that the wage earner can be satisfied that profiteering no longer exists.

2. A series of understandings concerning certain underlying principles affecting labor should be arrived at between representatives of employers, employees, and the Government. The following are some of the questions which should be considered in such conferences: Basis for wage determination, strikes and lockouts, piecework prices and price fixing, method of eliminating improper restrictions on output of war material from whatever cause, practice to govern dilution of labor, discrimination against union and nonunion men, admission of union agents to plants, method of promptly adjusting disputes at their source through boards containing equal representation of employers and employees, right of workmen to organize.

3. A coherent labor administration in accordance with principles to be determined as set forth above should be established to deal with all labor problems arising in connection with war work. The following functions would need to be covered:

(*a*) A means of furnishing an adequate and stable supply of labor to war industries. This would embrace (1) a satisfactory system of labor exchanges, (2) a satisfactory method and administration of training workers, (3) an agency for determining priorities of labor demand, (4) agencies for dilution of skilled labor as and when needed.

(*b*) Machinery which will provide for the immediate and equitable adjustment of disputes in accordance with the principles to be agreed upon between labor and capital and without stoppage of work. Such machinery would deal with demands concerning wages, hours, shop conditions, etc.

(*c*) Machinery for safeguarding conditions of labor in the production of war essentials. This is to include industrial hygiene, safety, women and child labor, etc.

(*d*) Machinery for safeguarding conditions of living, including housing, transportation, etc.

(*e*) Fact-gathering body to assemble and present data collected through various existing governmental agencies or by independent research to furnish the information necessary for effective executive action.

(*f*) Publicity and educational division which has the function of developing sound public sentiment, securing an exchange of information between departments of labor admininstration, and promotion in industrial plants of local machinery helpful in carrying out the national labor program.

C.

There is as yet no consensus of opinion as to what means or agency shall be used to secure this coherent labor administration. The following are the outstanding suggestions:

1. A coordinating war labor board, either under or divorced from the Council of National Defense, to which the various existing agencies shall delegate powers. This seems to your committee too loose an organization to meet the emergency.

2. A very great extension of the activities of the Department of Labor.

3. The establishment of a department of production, which, along with its other duties, would take charge of the appropriate aspects of labor administration. Such a department would cooperate with the Department of Labor in securing coherent administration of the whole problem.

As effective action in dealing with labor problem is vital to the success of the war activities of all the Government departments, we believe that this fundamental issue concerning the appropriate agency should be determined by our responsible leaders in war activities.

SUGGESTION OF THE PRESIDENT'S MEDIATION COMMISSION AS TO NEED OF UNIFICATION OF WAR LABOR ADMINISTRATION, JANUARY 9, 1918.

Unified direction of the labor administration of the United States for the period of the war should be established. At present there is an unrelated number of separate committees, boards, agencies, and departments having fragmentary and conflicting jurisdiction over the labor problems raised by the war. A single-headed administration is needed, with full power to determine and establish the necessary administrative structure.[1]

MEMORANDUM OF ADVISORY COUNCIL TO SECRETARY OF LABOR, JANUARY 19, 1918.

The Advisory Council recommends to the Secretary of Labor that he call a conference of 12 persons representing employers' organizations, employees' organizations, and the public, for the purpose of negotiating agreements for the period of the war, having in view the establishment of principles and policies which will enable the prosecution of production without stoppage of work.

The Advisory Council recommends that this conference body of 12 be composed as follows: Employers' organizations, as represented by the National Industrial Conference Board, are to name five employers, and these five are to select a person representing the general public. Employees' organizations, as represented by the American Federation of Labor, are to name five representatives of labor, and these five are to select another representative of the general public.

LETTER OF THE SECRETARY OF LABOR RELATIVE TO THE SELECTION OF REPRESENTATIVES FOR A CONFERENCE COMMITTEE, JANUARY 28, 1918.

Addressed to the National Industrial Conference Board and to the American Federation of Labor.

The President of the United States has placed upon the Secretary of Labor the responsibility of formulating and administering, in the present emergency, a national labor program.

The present emergency demands the most effective utilization of the productive resources of the Nation. The national labor program must be administered with that goal in mind. It will greatly assist in that administration to have representatives of employers and employees meet in conference with the view of reaching agreements on principles and policies which should govern their relations.

I am, accordingly, taking the liberty of requesting the National Industrial Conference Board [American Federation of Labor] to designate five persons who will adequately and appropriately represent the employers [workers] of the country in such a conference. These five persons will be asked to name a sixth who will represent the general public, and these six persons will meet six others selected in a similar manner by the American Federation of Labor [National Industrial Conference Board], which has been asked to represent for this purpose the workers [employers] of the country.

It is desirable that the conference be called at the earliest possible moment. There should, of course, be no time limit imposed upon the selection of representatives which would operate to cause a hasty choice, but it is earnestly hoped that your list of five representatives may be in my hands within a very few days.

Yours, very sincerely,

(Signed) WM. B. WILSON,
Secretary of Labor.

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[1] From Report of the President's Mediation Commission to the President of the United States, 1918, p. 21.

STATEMENT OF JOHN LIND, CHAIRMAN OF THE ADVISORY COUNCIL, REGARDING THE WORK OF THE WAR LABOR CONFERENCE BOARD.[2]

To-morrow's conference may easily prove one of the most significant developments in the history of America's participation in the war. In a sense, it is unprecedented in American industrial history.

For the past 10 months employers and employees alike have given evidence of their whole-souled willingness to devote themselves to the national cause. Yet, in spite of the most laudable intentions and the earnest effort of individuals on both sides, there has seemed at times to be a lack of interrelation between the two groups on whose work must depend the success of production—production which constitutes the very essence of success in a war which is above all else an industrial war. Misunderstandings and bad teamwork have perhaps inevitably shown themselves at times.

To accommodate the basic differences between the two groups and unite industry as one behind the war program is the real purpose behind the conference which begins to-morrow. If the purpose of the meeting is to be achieved—and the Nation can not afford to have it fail at this critical time—both sides must enter the conference room in a spirit of sympathy and mutual concession for America's welfare. Both sides must stand ready to sacrifice preconceived ideas based on past prejudice and bitterness, for the supreme purpose of the preservation of the Nation.

Just what form the understanding will take or what solutions of the knotty problems at issue will be reached is for the conference to discover. All that they should remember is that the Nation's interest at this time is higher than the interest of any group and that the Nation is looking on. The problem of man power is the problem which the nations of the world are facing. It is for the members of this conference to decide whether this meeting may prove the turning point of the war and perhaps even the resolution of a crisis in America's history.

REPORT OF WAR LABOR CONFERENCE BOARD TO THE SECRETARY OF LABOR, MARCH 29, 1918.

WASHINGTON, D. C., *March 29, 1918.*

Hon. WILLIAM B. WILSON,
Secretary of Labor.

SIR: The commission of representatives of employers and workers, selected in accord with the suggestion of your letter of January 28, 1918, to aid in the formulation, in the present emergency, of a national labor program, present to you, as a result of their conferences, the following:

(*a*) That there be created, for the period of the war, a national war labor board of the same number and to be selected in the same manner and by the same agencies as the commission making this recommendation.

(*b*) That the functions and powers of the national board shall be as follows:

1. To bring about a settlement, by mediation and conciliation, of every controversy arising between employers and workers in the field of production necessary for the effective conduct of the war.

2. To do the same thing in similar controversies in other fields of national activity, delays and obstructions in which may, in the opinion of the national board, affect detrimentally such production.

3. To provide such machinery by direct appointment, or otherwise, for selection of committees or boards to sit in various parts of the country where controversies arise, to secure settlement by local mediation and conciliation.

4. To summon the parties to the controversy for hearing and action by the national board in case of failure to secure settlement by local mediation and conciliation.

(*c*) If the sincere and determined effort of the national board shall fail to bring about a voluntary settlement, and the members of the board shall be unable unanimously to agree upon a decision, then and in that case and only as a last resort, an umpire appointed in the manner provided in the next paragraph shall hear and finally decide the controversy under simple rules of procedure prescribed by the national board.

(*d*) The members of the national board shall chose the umpire by unanimous vote. Failing such choice, the name of the umpire shall be drawn by lot from a list of 10 suitable and disinterested persons to be nominated for the purpose by the President of the United States.

(*e*) The national board shall hold its regular meetings in the city of Washington, with power to meet at any other place convenient for the board and the occasion.

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[2] From MONTHLY LABOR REVIEW of the U. S. Bureau of Labor Statistics, for April, 1918, pp. 104, 105.

(*f*) The national board may alter its methods and practice in settlement of controversies hereunder, from time to time, as experience may suggest.

(*g*) The national board shall refuse to take cognizance of a controversy between employer and workers in any field of industrial or other activity where there is by agreement or Federal law a means of settlement which has not been invoked.

(*h*) The place of each member of the national board unavoidably detained from attending one or more of its sessions may be filled by a substitute to be named by such member as his regular substitute. The substitute shall have the same representative character as his principal.

(*i*) The national board shall have power to appoint a secretary, and to create such other clerical organization under it as may be in its judgment necessary for the discharge of its duties.

(*j*) Th e national board may apply to the Secretary of Labor for authority to use the machinery of the department in its work of conciliation and mediation.

(*k*) The action of the national board may be invoked in respect to controversies within its jurisdiction, by the Secretary of Labor or by either side in a controversy or its duly authorized representative. The board, after summary consideration, may refuse further hearing if the case is not of such character or importance to justify it.

(*l*) In the appointment of committees of its own members to act for the board in general or local matters, and in the creation of local committees, the employers and the workers shall be equally represented.

(*m*) The representatives of the public in the board shall preside alternately at successive sessions of the board or as agreed upon.

(*n*) The board in its mediating and conciliatory action, and the umpire in his consideration of a controversy, shall be governed by the following principles:

PRINCIPLES AND POLICIES TO GOVERN RELATIONS BETWEEN WORKERS AND EMPLOYERS IN WAR INDUSTRIES FOR THE DURATION OF THE WAR.

There should be no strikes or lockouts during the war.

Right to organize.—1. The right of workers to organize in trade-unions and to bargain collectively, through chosen representatives, is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.

2. The right of employers to organize in associations or groups and to bargain collectively, through chosen representatives, is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the workers in any manner whatsoever.

3. Employers should not discharge workers for membership in trade-unions, nor for legitimate trade-union activities.

4. The workers, in the exercise of their right to organize, shall not use coercive measures of any kind to induce persons to join their organizations, nor to induce employers to bargain or deal therewith.

Existing conditions.—1. In establishments where the union shop exists the same shall continue and the union standards as to wages, hours of labor and other conditions of employment shall be maintained.

2. In establishments where union and nonunion men and women now work together, and the employer meets only with employees or representatives engaged in said establishments, the continuance of such condition shall not be deemed a grievance. This declaration, however, is not intended in any manner to deny the right, or discourage the practice of the formation of labor unions, or the joining of the same by the workers in said establishments, as guaranteed in the last paragraph, nor to prevent the War Labor Board from urging, or any umpire from granting, under the machinery herein provided, improvement of their situation in the matter of wages, hours of labor, or other conditions, as shall be found desirable from time to time.

3. Established safeguards and regulations for the protection of the health and safety of workers shall not be relaxed.

Women in industry.—If it shall become necessary to employ women on work ordinarily performed by men, they must be allowed equal pay for equal work and must not be allotted tasks disproportionate to their strength.

Hours of labor.—The basic eight-hour day is recognized as applying in all cases in which existing law requires it. In all other cases the question of hours of labor shall be settled with due regard to governmental necessities and the welfare, health, and proper comfort of the workers.

Maximum production.—The maximum production of all war industries should be maintained and methods of work and operation on the part of employers or workers which operate to delay or limit production, or which have a tendency to artificially increase the cost thereof, should be discouraged.

Mobilization of labor.—For the purpose of mobilizing the labor supply with a view to its rapid and effective distribution, a permanent list of the number of skilled and other workers available in different parts of the Nation shall be kept on file by the Department of Labor, the information to be constantly furnished: 1. By the trade-unions; 2. By State employment bureaus and Federal agencies of like character; 3. By the managers and operators of industrial establishments throughout the country. These agencies should be given opportunity to aid in the distribution of labor, as necessity demands.

Custom of localities.—In fixing wages, hours and conditions of labor regard should always be had to the labor standards, wage scales, and other conditions, prevailing in the localities affected.

The living wage.—1. The right of all workers, including common laborers, to a living wage is hereby declared.

2. In fixing wages, minimum rates of pay shall be established which will insure the subsistence of the worker and his family in health and reasonable comfort.

(Signed) LOYALL A. OSBORNE. FRANK J. HAYES.
L. F. LOREE. WM. L. HUTCHESON.
W. H. VAN DERVOORT. THOMAS J. SAVAGE.
C. E. MICHAEL. VICTOR A. OLANDER.
B. L. WORDEN. T. A. RICKERT.
WM. H. TAFT. FRANK P. WALSH.

STATEMENT OF FRANK P. WALSH CONCERNING THE PRINCIPLES AND POLICIES ADOPTED BY THE WAR LABOR CONFERENCE BOARD ON MARCH 29, 1918.

The plan submitted represents the best thought of capital and labor as to what the policy of our Government with respect to industrial relations during the war ought to be. Representing capital were five of the largest employers in the Nation, but one of whom had ever dealt with trade-unions, advised and counseled by Ex-President Taft, one of the world's proven great administrators and of the very highest American type of manhood. The representatives of the unions upon the board were the national officers of unions engaged in war production and numbering in their ranks considerably over 1,000,000 men and women.

The principles declared might be called an industrial chart for the Government securing to the employer maximum production, and to the worker the strongest guaranty of his right to organization and the healthy growth of the principles of democracy as applied to industry, as well as the highest protection of his economic welfare while the war for human liberty everywhere is being waged. If the plan is adopted by the Government, I am satisfied that there will be a ready and hearty acquiescence therein by the employers and workers of the country so that the volume of production may flow with the maximum of fruitfulness and speed. This is absolutely essential to an early victory. The industrial army, both planners and workers, which are but other names for employers and employees, is second only in importance and necessity to our forces in the theater of war. Their loyal cooperation and enthusiastic effort will win the war.

STATEMENT OF HON. W. H. TAFT CONCERNING THE REPORT OF THE WAR LABOR CONFERENCE BOARD ON MARCH 29, 1918.

I am profoundly gratified that the conference appointed under the direction of Secretary Wilson has reached an agreement upon the plan for a National Labor Board to maintain maximum production by settling obstructive controversies between employers and workers. It certainly is not too much to say that it was due to the self-restraint, tact, and earnest patriotic desire of the representatives of the employers and the workers to reach a conclusion. I can say this with due modesty, because I was not one of such representatives. Mr. Walsh and I were selected as representatives of the public. Personally, it was one of the pleasant experiences of my life. It brought me into contact with leaders of industry and leaders of labor, and my experience gives me a very high respect for both. I am personally indebted to all

of the board, but especially to Mr. Walsh, with whom, as the only other lawyer on the board, it was necessary for me to confer frequently in the framing of the points which step by step the conference agreed to. Of course, the next question is, "Will our plan work?" I hope and think it will if administered in the spirit in which it was formulated and agreed upon.

PROCLAMATION OF THE PRESIDENT CREATING THE NATIONAL WAR LABOR BOARD, APRIL 8, 1918.

Whereas, in January, 1918, the Secretary of Labor, upon the nomination of the president of the American Federation of Labor and the president of the National Industrial Conference Board, appointed a War Labor Conference Board for the purpose of devising for the period of the war a method of labor adjustment which would be acceptable to employers and employees; and

Whereas said board has made a report recommending the creation for the period of the war of a national war labor board with the same number of members as, and to be selected by the same agencies, that created the War Labor Conference Board, whose duty it shall be to adjust labor disputes in the manner specified, and in accordance with certain conditions set forth in the said report; and

Whereas the Secretary of Labor has, in accordance with the recommendation contained in the report of said War Labor Conference Board dated March 29, 1918, appointed as members of the National War Labor Board Hon. William Howard Taft and Hon. Frank P. Walsh, representatives of the general public of the United States; Messrs. Loyall Z. Osborne, L. F. Loree, W. H. Van Dervoort, C. E. Michael, and B. L. Worden, representatives of the employers of the United States; and Messrs. Frank J. Hayes, William L. Hutcheson, William H. Johnston, Victor A. Olander, and T. A. Rickert, representatives of the employees of the United States;

Now, therefore, I, Woodrow Wilson, President of the United States of America, do hereby approve and affirm the said appointments and make due proclamation thereof, and of the following for the information and guidance of all concerned:

The powers, functions, and duties of the National War Labor Board shall be: To settle by mediation and conciliation controversies arising between employers and workers in fields of production necessary for the effective conduct of the war, or in other fields of national activity, delays and obstructions which might, in the opinion of the national board, affect detrimentally such production; to provide, by direct appointment or otherwise, for committees or boards to sit in various parts of the country where controversies arise and secure settlement by local mediation and conciliation; and to summon the parties to controversies for hearing and action by the national board in event of failure to secure settlement by mediation and conciliation.

The principles to be observed and the methods to be followed by the national board in exercising such powers and functions and performing such duties shall be those specified in the said report of the War Labor Conference Board dated March 29, 1918, a complete copy of which is hereunto appended. [See pp. 32 and 33.]

The national board shall refuse to take cognizance of a controversy between employer and workers in any field of industrial or other activity where there is by agreement or Federal law a means of settlement which has not been invoked.

And I do hereby urge upon all employers and employees within the United States the necessity of utilizing the means and methods thus provided for the adjustment of all industrial disputes, and request that during the pendency of mediation or arbitration through the said means and methods there shall be no discontinuance of industrial operations which would result in curtailment of the production of war necessities.

In witness whereof I have hereunto set my hand and caused the seal of the United States to be affixed.

Done in the District of Columbia, this eighth day of April, in the year of our Lord one thousand nine hundred and eighteen, and of the independence of the United States the one hundred and forty-second.

LETTER OF THE PRESIDENT CONCERNING PANEL FROM WHICH UMPIRES SHOULD BE CHOSEN.

THE WHITE HOUSE,
Washington, July 12, 1918.

Hon. WILLIAM H. TAFT,
Hon. FRANK P. WALSH,
Chairmen National War Labor Board, Washington, D. C.

GENTLEMEN: In accordance with paragraph (*d*) of the report of the War Labor Conference Board, I hereby nominate 10 disinterested persons suitable to act as umpire when drawn by lot as provided in said paragraph:

Henry Ford, Detroit, Mich.
Matthew Hale, Boston, Mass.
James Harry Covington, Washington, D. C.
Charles Caldwell McChord, Washington, D. C.
V. Everit Macy, New York City.
Julian William Mack, Chicago, Ill.
Henry Suzzallo, Seattle, Wash.
John Lind, Minneapolis, Minn.
William R. Willcox, New York City.
Walter Clark, Raleigh, N. C.

Cordially, yours,

WOODROW WILSON.

RESOLUTIONS ADOPTED BY THE WAR LABOR BOARD CALLING ATTENTION TO ITS PRINCIPLES, ETC., JULY 31, 1918.

Resolved, That the National War Labor Board deems it an appropriate time to invite the attention of employers and workers alike to the wisdom of composing their differences in accord with the principles governing the National War Labor Board, which were approved and promulgated by the President in his proclamation of April 8, 1918;

That this war is not only a war of arms, but also a war of workshops; a competition in the quantitative production and distribution of munitions and war supplies, a contest in industrial resourcefulness and energy;

That the period of the war is not a normal period of industrial expansion from which the employer should expect unusual profits or the employees abnormal wages; that it is an interregnum in which industry is pursued only for common cause and common ends;

That capital should have only such reasonable returns as will assure its use for the world's and Nation's cause, while the physical well-being of labor and its physical and mental effectiveness in a comfort reasonable in view of the exigencies of the war should likewise be assured;

That this board should be careful in its conclusions not to make orders in this interregnum, based on approved views of progress in normal times, which, under war conditions, might seriously impair the present economic structure of our country;

That the declaration of our principles as to the living wage and an established minimum should be construed in the light of these considerations;

That for the present the board or its sections should consider and decide each case involving these principles on its particular facts and reserve any definite rule of decision until its judgments have been sufficiently numerous and their operation sufficiently clear to make generalization safe.

ANNOUNCEMENT OF THE BOARD THAT ONLY CONTROVERSIES JOINTLY SUBMITTED WOULD BE CONSIDERED, DECEMBER 5, 1918.

In order to meet the changed conditions resulting from the signing of the armistice, and the withdrawal of the Federal Government's control over the industries of the country, the National War Labor Board, after conference with the Secretary of Labor, has made an order providing that in the future it will act only in such cases as are jointly submitted to it for arbitration. All complaints filed after December 5, setting forth industrial controversies, will therefore be referred to the Labor Department for action by its Mediation and Conciliation Bureau. Failing settlement in such cases the Secretary of Labor will refer back to the War Labor Board only the cases in which both parties voluntarily submit the issues to the jurisdiction of the National War Labor Board and agree to abide by its decision. All cases now before the board will be handled as they have been in the past.

LETTER FROM THE PRESIDENT TO STRIKING EMPLOYEES AT BRIDGEPORT, CONN.

THE WHITE HOUSE,
Washington, 13 September, 1918.

GENTLEMEN: I am in receipt of your resolutions of September 6 announcing that you have begun a strike against your employers in Bridgeport, Conn. You are members of the Bridgeport branches of the International Union of Machinists. As such, and with the approval of the national officers of your union, you signed an agreement to submit the questions as to the terms of your employment to the National War Labor Board and to abide the award which in accordance with the rules of procedure approved by me might be made.

The members of the board were not able to reach a unanimous conclusion on all the issues presented, and, as provided in its constitution, the questions upon which they did not agree were carried before an arbitrator the unanimous choice of the members of the board.

The arbitrator thus chosen has made an award which more than 90 per cent of the workers affected accept. You who constitute less than 10 per cent refuse to abide the award although you are the best paid of the whole body of workers affected, and are, therefore, least entitled to press a further increase of wages because of the high cost of living. But, whatever the merits of the issue, it is closed by the award. Your strike against it is a breach of faith calculated to reflect on the sincerity of national organized labor in proclaiming its acceptance of the principles and machinery of the National War Labor Board.

If such disregard of the solemn adjudication of a tribunal to which both parties submitted their claims be temporized with, agreements become mere scraps of paper If errors creep into awards, the proper remedy is submission to the award with an application for rehearing to the tribunal. But to strike against the award is disloyalty and dishonor.

The Smith & Wesson Co., of Springfield, Mass., engaged in Government work, has refused to accept the mediation of the National War Labor Board and has flaunted its rules of decision approved by presidential proclamation. With my consent the War Department has taken over the plant and business of the company to secure continuity in production and to prevent industrial disturbance.

It is of the highest importance to secure a compliance with reasonable rules and procedure for the settlement of industrial disputes. Having exercised a drastic remedy with recalcitrant employers, it is my duty to use means equally well adapted to the end with lawless and faithless employees.

Therefore, I desire that you return to work and abide by the award. If you refuse, each of you will be barred from employment in any war industry in the community in which the strike occurs for a period of one year. During that time the United States Employment Service will decline to obtain employment for you in any war industry elsewhere in the United States, as well as under the War and Navy Departments, the Shipping Board, the Railroad Administration, and all other Government agencies, and the draft boards will be instructed to reject any claim of exemption based on your alleged usefulness on war production.

Sincerely yours,

WOODROW WILSON.

DISTRICT LODGE NO. 55, INTERNATIONAL ASSOCIATION OF MACHINISTS
(and other striking workmen of Bridgeport, Conn.),
1087 Broad Street, Bridgeport, Conn.

LETTER FROM THE PRESIDENT TO MANUFACTURERS AT BRIDGEPORT, CONN.

THE WHITE HOUSE,
Washington, September, 17, 1918.

My attention has been called to the fact that several thousand machinists and others employed in connection with war industries in Bridgeport, Conn., engaged in a strike to obtain further concessions because they were not satisfied with the decisions rendered by the umpire appointed under the authority conferred upon the National War Labor Board. On the 13th instant I communicated with the workmen engaged in the strike, demanding that they accept the decision of the arbitrator and return to work, and stated the penalties which would be imposed if they refused to do so. The men at a meeting voted to return to work this morning, but I am informed by their representative that the manufacturers refuse to reinstate their former employees.

In view of the fact that the workmen have so promptly complied with my directions, I must insist upon the reinstatement of all these men.

WOODROW WILSON.

REMINGTON ARMS, U. S. M. C. PLANT,
LIBERTY ORDNANCE COMPANY (and others),
Bridgeport, Conn.

SHOP COMMITTEE PLAN INSTITUTED AT BRIDGEPORT, CONN.[3]

ORGANIZATION.

A. EMPLOYEES' DEPARTMENT COMMITTEES—ELECTIONS.

1. Employees' department committees shall consist of three employees who have actually worked in the department or section of the plant involved for a period of three (3) months immediately preceding election. There shall be such a committee for each department or section in charge of a foreman or forelady.

2. Said committee shall be elected by the direct vote of the employees. Each employee of any department shall have the privilege of voting for three fellow employees as his or her choice for said committee membership. The three employees receiving the highest number of votes shall be declared elected.

3. Notice of all said elections must be either delivered to each employee in the department or section involved, or said department or section must be adequately placarded with posters; said notices or placards must fully explain the purposes and conditions of said elections and they must be distributed or posted at least one full week prior to the date of actual election.

4. The judges of election for the first election shall be an examiner or other nonpartisan representative of the National War Labor Board and two or more employees chosen by him from the department or section involved, one of whom, shall be whenever possible, the timekeeper of the department who will serve as checker of those voting, or some employee qualified to recognize the employees voting as bona fide employees of that department. Such judges shall hold the election, count the votes, certify the returns, and announce, at the earliest possible hour, the names of those elected. Employee judges shall have been employed in the department or section involved for at least three (3) months immediately preceding elections. The judges of election shall have final decision as to all questions arising at the time of and in connection with said elections except that they shall be guided and governed by the conditions of said elections as set forth upon said notices or posters, which shall be in full accord with the organization plan and by-laws.

5. The employee receiving the highest number of votes in each such election shall be declared the chairman of the committee; but in case of a resignation as chairman, the committee elected shall have the right of choice.

6. Where both men and women are employed in a department or section, proper representation upon its committee shall be guaranteed to both.

7. The first election shall be held at such time as the administrative examiner shall decide, and at such place as in his opinion the greatest number of votes of the eligible employees would be obtained. Such employees will be given a printed ballot and a free opportunity to vote in accordance with their wishes and choice. The privilege of an absolutely secret ballot shall be guaranteed and enforced.

8. During the actual time covered by the elections all foremen, higher officials, employees of other departments, and nonemployees shall absent themselves from the place of election, except for good and sufficient reason, under the personal supervision of the National War Labor Board's representative.

9. Where a tie occurs for the last place, or where a tie occurs for the chairmanship of a committee, such tie shall be decided by lot by the judges of the election. If there shall be a complete tie the employees thus elected shall choose their own chairman.

B. EMPLOYEES' GENERAL COMMITTEES—ELECTIONS.

10. In addition to said department committees there shall be instituted for each plant an employees' general committee composed of the chairmen of all the department committees, except that any plant in which the number of employees is such that only one department committee is chosen shall have no general or executive committee.

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[3] This plan modified to suit conditions in the individual plant was the basis of the shop committee systems instituted by the board.

11. If the number of any general committee as originally constituted is too large for efficient working, said committee shall meet as soon as practical after the election of the department committees and proceed to elect from their own number an executive committee, to be technically known as the employees' executive committee, which shall be vested with the duties and powers of said general committee, except those reserved for the committee as a whole.

12. Whenever at the intitial election it is found advisable to elect an executive committee, said general committee shall be called together by the administrative examiner and presided over, for this one purpose only, by an examiner, or other nonpartisan representative of the National War Labor Board, who shall see that the election of said executive committee is conducted in accordance with such instructions as the administrative examiner may issue in order to insure a fairly elected and representative executive committee.

13. Said executive committee shall consist of three, five, seven, or nine employee members, the number for each plant to be determined, preceding the first election, by the administrative examiner.

14. Each general and executive committee shall elect from its own members, by a majority vote, a permanent chairman.

15. Where general committees are hereinafter referred to, it shall mean executive committees, wherever such have been elected, unless otherwise specifically indicated.

BY-LAWS.

A. EMPLOYEES' DEPARTMENT COMMITTEES.

Powers and functions.

16. Department committees, upon request, may adjust with a like or less number of the management's representatives, by agreement, all questions arising in their respective departments which the individusl employees were unable to settle by direct negotiation with their foremen.

17. Department committees may, and should, refrain from referring to the management all questions presented by request, or otherwsie, from individual employees, which upon investigation by said committee are found to be without merit.

18. Department committees, upon direct presentation individually or collectively by employees of their respective departments, may adjust with the management, by agreement, all question of mutual interest.

19. Department committees may initiate and adjust with the management, by agreement, any and all matters affecting or appertaining to the employees, individually or collectively, of their respective departments.

20. Department committees may take up of their own accord, or upon request by the management, such problems as the conduct of employees, individually or collectively, and thus endeavor to increase production and cooperation.

21. Department committees may adjust with the management, by agreement, whether presented by appeal, reference, or initiation, all questions in reference to correct and proper application of the Bridgeport award, including the rulings and interpretations thereof, as made by the local examiner, to the employees, individually or collectively, of their respective departments, with the proviso that the rights of appeal guaranteed by the award, including said rulings and interpretations, shall not be in any way denied. Power to alter, change, or add to the rulings and interpretations of the award as made by the local examiner is not vested in any committee.

22. Department committees shall not have executive or veto powers, such as the right to decide who shall or shall not be employed, who shall or shall not be discharged, who shall or shall not receive an increase in wage, how a certain operation shall or shall not be performed, etc.

23. The individual members of department committees are and shall remain under the same rules and regulations as the other employees.

24. Department committees are restricted to the adjustment of matters only within their jurisdiction, as outlined under the organization and by-laws, by agreement, with their managements. The obligation to promptly put into effect all matters agreed upon is placed entirely upon the management.

25. Department committees may, by mutual consent of the representatives of the management, consider and have put into force, by agreement, any matter not otherwise specifically covered in these by-laws.

26. Members of department committees shall serve for one full year or until their successors are elected.

27. Any vacancy or vacancies in the membership of a department committee shall be filled by a special departmental election.

28. After the initial election under the supervision of the examiner of the National War Labor Board, rules for subsequent elections, and any general rules or regulations pertaining to department, general, and executive committees may be decided by a two-thirds vote of the entire membership of the joint executive committee, or general committee wherever an executive committee was not elected.

29. No employees shall be eligible to membership on a department committee, nor to appointment as judge of election, who has not been continuously in the employ of the department involved for at least three (3) months immediately preceding the election: *Provided, however*, That if there shall not be at the time of the election at least six employees of three months' standing, said three months' service qualification shall be omitted.

Method of procedure.

30. Employees desiring to have their department committee act for them individually or collectively, whether as an appeal from a decision of their foreman, or as a direct presentation, shall file their case with the chairman of said committee in writing and signed, if practicable; otherwise the chairman of the committee shall reduce same to writing. These matters shall be transacted on the premises outside of working hours.

31. The chairmen of department committees shall accept for consideration all cases filed as provided under section 30.

32. The chairman of any department committee shall call a meeting of the committee at such times and places as the circumstances demand for the consideration of such cases as have been filed, and also of such matters as the committee contemplates initiationg. Such meeting shall be held on the premises but not during working hours or on company time, except upon consent of the management.

33. Whether cases, or matters, considered in accordance with the provisions of section 32 shall be taken up with the management shall be decided by a vote of the committee. Two votes for or against any proposition shall decide and no reference or appeal to the joint department, executive, or general committee can thereafter be made.

34. Whenever it is desirable for a department committee to meet with the management for the presentation and consideration of prepared cases or other matters, the chairman of said committee shall request through the foreman of the department involved, a joint conference with such representative or representatives as the management shall designate for this purpose, not to exceed in number the membership of said department committee. Such request shall be accompanied by a specification in writing of the matters to be considered.

35. The management shall meet with such department committee in a joint conference upon the date requested, or, if for any reason this is impracticable, upon one of the next six days thereafter mutually agreed upon, not counting Sundays and holidays.

36. Any management shall have the privilege of calling a department committee to a joint conference by the method set forth in sections 34 and 35.

37. The chairmanship of each joint conference shall alternate between the chairman of the department committee and the spokesman for the management's representatives.

38. All joint conferences shall be held immediately following the close of the day's work upon the date fixed, unless by unanimous vote some other date is fixed, either in the department involved, or in some suitable room convenient thereto provided by the management for this purpose. Joint conferences may be held on company time by consent of the management.

39. Joint conferences shall be private except where witnesses may be called. Full and free opportunity shall be granted to all present to discuss, from every angle and viewpoint, all cases and matters presented by either side at each joint conference.

40. Immediately following discussion of any issue at a joint conference, a vote shall be taken upon the question at issue and a majority of two votes of the entire membership of the joint committee shall decide; that is, five votes out of a joint committee of six shall control.

41. When an agreement has been reached the case or matter in issue is settled beyond appeal, and shall be promptly adjusted in accordance therewith.

42. When no agreement has been reached, the chairman of the joint conference, unless such case be withdrawn by the party proposing the action, shall immediately refer in written form the case or matter in issue to the chairman of the employees' general committee for presentation, discussion, consideration, and disposition at a joint conference between said employees' general committee and a like or less number of the management's representatives.

43. A record of proceedings of all joint conferences shall be made, signed by all members present.

44. Annual elections for members of department committees shall be held during November of each year.

B. EMPLOYEES' GENERAL COMMITTEES.

Powers and functions.

45. General committees in joint conference with the management's representatives shall review all cases and matters not settled in a joint conference between the department committee and the management, unless such case be withdrawn by the party proposing the action.

46. General committees as a whole, in cooperation with the management's representatives, shall hold annual or special elections for members of the department committees, in accordance with the above organization rules and regulations and such amendments thereto as may be decided upon by a two-thirds vote of the entire membership of the joint executive committee, or joint general committee wherever an executive committee was not elected.

47. General committees, as a whole, shall have the right to fill by election from its members any vacancy occurring in their executive committees.

48. General committees are not vested with executive or administrative authority, except as specified in section 46.

49. General committees are restricted to the adjustment of matters only within their jurisdiction, as authorized under the organization and by-laws, by agreement with the management. The obligation to put promptly into effect all matters agreed upon is placed entirely upon the management.

50. Members of the general committees shall serve for one year or until their successors have been elected.

51. Vacancies in general committees as a whole are automatically filled by the new chairmen of the department committees from which the outgoing members originally came.

52. The right of a general committee and also of the representatives of the management to initiate and discuss in a joint conference any matter appertaining to the plant as a whole is hereby granted.

Method of procedure.

53. Whenever the chairman of a joint conference between a department committee and the management shall refer in written form any unadjusted case or question to the chairman of a general committee, the latter shall promptly turn the original or copy thereof over to the designated spokesman of the management's representatives, together with a request for a joint conference on some specific day.

54. The management shall meet with such general committee in joint conference upon the date requested or, if for any reason this is impracticable, upon one of six days thereafter mutually agreed upon, not including Sundays or holidays.

55. Any management shall have the privilege of calling a general committee to joint conference by the method set forth in section 53.

56. The chairmanship of each joint conference shall alternate between the chairman of the general committee and the spokesman for the management's representatives.

57. All joint conferences shall be held immediately following the close of the day's work upon the date fixed, unless by unanimous consent some other date and time is selected, either in the department involved or in some suitable room convenient thereto, provided by the management for this purpose. Joint conferences may be held during working hours and upon company time by the consent of the management.

58. Joint conferences shall be private except when witnesses may be called. Full and free opportunity shall be granted to all present to discuss from every angle and viewpoint all cases and matters presented by either side at each joint conference.

59. Immediately following discussion of any issue at a joint conference, a vote shall be taken upon the question at issue and a majority of 2 votes of the entire membership of the joint committee shall decide; that is, 5 votes out of a joint committee of 6, or 7 votes out of a joint committee of 10 shall control.

60. When an agreement has been reached the case or matter in issue is settled beyond appeal and shall be promptly adjusted in accordance therewith.

61. In case the general or executive committee in joint conference fails to reach an agreement before other action shall be taken, said committee shall refer the matter in question to the highest executives of the plant management for consideration and recommendation.

62. A record of proceedings of all joint conferences shall be made, signed by all members present, and filed.

C. REFERENDUM AND RECALL—METHOD OF PROCEDURE.

63. Whenever the services of any committeeman, as such, become unsatisfactory the employees of the department which he represents shall have the privilege of the referendum and recall.

64. Whenever twenty per cent (20%) of the employees of any department shall sign a petition asking for a vote upon the recall of their committeeman and file said petition with the chairman of the general committee, a special election for that department shall be held by said committee promptly in order to determine whether said committeeman shall be recalled or continued in office.

65. If, at said special election, one-third or more of the actual employees of the department involved shall vote to retain the services of the committeeman in question, he shall not be recalled from service.

66. If at said special election more than two-thirds of the actual employees of the department involved shall vote to recall the committeeman in question, his services as such shall cease forthwith.

67. Whenever a committeeman shall have been recalled, in accordance with section 66, the vacancy thus created shall be immediately filled in line with the provisions set forth in section 27.

D. AMENDMENTS.

68. The foregoing by-laws may be amended by a two-thirds vote at a joint conference of the general committee and the management.

The foregoing copy of organization plan and by-laws is a correct copy of said plan and by-laws submitted and read by us to manufacturers, party to the award, present at meeting November 26, 1918, and which was received and recommended by them for adoption to manufacturers, party to the award.

METHOD OF PRESENTING COMPLAINTS AND PROCEDURE OF BOARD.

(As adopted by the board on May 13, 1918.)

Docket.—The secretary of the board shall keep one docket for the filing of all complaints, submissions, and references, and shall number them on the docket in the order in which they are received and filed. Thereafter the cases shall be referred to by such numbers.

References.—Where the complaint or submission filed shall show clearly that another board than this has primary jurisdiction therein, the secretary is authorized to direct the proper reference, and to advise the party or parties initiating the proceeding of such reference. At the next session of the board the secretary shall advise the board of his disposition thereof.

Organization of the board for hearings and adjustment.—In respect to every local controversy, two members of the board, one from the employers' side and one from the employees' side, shall be appointed to act for the board, the members to be named by the joint chairman at the instance of the respective groups of the board. These members shall be called a section of the board, and shall hear and adjust cases assigned to them. If they can not effect any adjustment, they shall summarize and analyze the facts and present the same to the board with their recommendations.

The national board may appoint permanent local committees in any city or district to act in cases therein arising. In the selection of such local committees, recommendations will be received by the national board from associations of employers and from the central labor body of the city or district and other properly interested groups. Sections of the board are authorized to appoint temporary local committees where permanent local committees have not been appointed by the board.

Arbitration.—When the board, after due effort of its own, through sections, local committees, or otherwise, finds it impossible to settle a controversy, the board shall then sit as a board of arbitration, decide the controversy, and make an award, if it can reach a unanimous conclusion. If it can not do this, then it shall select an umpire, as provided, who shall sit with the board, review the issues, and render his award.

Coordination of the work of existing boards.—To comply with the direction of the President in his proclamation of April 8, 1918, constituting the National War Labor Board, this board will hear appeals in the following cases:

Where the principles established by the President in such proclamation have been violated.

Where an award made by a board has not been put into effect by employers, or where the employees have refused to accept or abide by such award.

To determine questions of jurisdiction as between Government boards.

Appeals will not be heard by the National War Labor Board from the decisions of regularly constituted boards of appeal, nor from any other board to revise findings of fact.

FURTHER RULES OF PROCEDURE.

(As amended from time to time up to and including January 15, 1919.)

The first and indispensable step to be taken in order that the board shall be able to settle industrial disputes is that the parties to the disputes shall have notice that the board intends to hear the dispute and what the dispute is. They must know, further, when and where the hearing is to be held so as to have reasonable opportunity to present their evidence and to argue their cases.

The following rules of procedure are adopted as a simple method of bringing the parties before the board and enabling them to know the exact issues in the dispute and to obtain a hearing thereon:

COMPLAINT NECESSARY TO JURISDICTION.

Any person deeming himself aggrieved by another in an industrial dispute within the cognizance of the board may invoke its jurisdiction, filing a complaint against that other. It can not be done otherwise.

WHO MAY BE COMPLAINANTS.

When the complaint is made on behalf of employees against an employer, it shall be filed by three employees for and on behalf of all claiming the same grievances. If the grievance alleged is unjust discharge, those discharged may file the complaint as recent employees of the respondent. If the shop is one in which the employer contracts with a union, the union may file a complaint against the employer, but it shall associate with it as party complainants and signers of the complaint at least three employees of the respondent as in other cases.

When the complaint is made on behalf of an employer, he shall sign the complaint. If he is a member of an employers' association having a contract with a union, which is the subject matter of, or affects, the controversy, he may join with him as party complainant such employers' association and may name as respondents not more than three of his employees, present or recent, as representatives of all, and the union with whom the contract was made.

COMPLAINT SHALL COVER ONLY DISPUTES BETWEEN ONE EMPLOYER AND HIS EMPLOYEES.

No complaint shall cover more than the disputes between employees and their employer in one shop or series of shops owned by the same employer. Should the same dispute develop in different shops owned by different employers the cases may, with consent of the parties, be united for the purpose of taking evidence and for hearings, but separate complaints must be filed and docketed, separate summons be issued and served, and all further steps taken in each separate case and separate conclusions reached and separate awards or recommendations made.

CONTENTS OF COMPLAINT.

The complaint shall be in a form approved by the board and shall be a written petition to the board for its aid in the just settlement of a dispute between employer and employees. It shall set forth the name and post-office address of the party or parties complainant and the party or parties respondent. It shall set forth in brief narrative form the facts and circumstances of dispute, and close with a prayer for that action by the board to which the complaining party or parties believe themselves entitled under the principles of the board and which will afford a just remedy. If the party filing the complaint is a corporation or a union, the signature of the president, vice president, treasurer, or secretary thereof shall be sufficient.

FORM OF COMPLAINT AGAINST EMPLOYEES.

Every complaint filed by an employer against employees or a union shall be in the form following:

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

.....
Complainant,
v.
.....
Respondent.
} No. .....

ORIGINAL COMPLAINT.

(By employers.)

1. We, the undersigned, make this complaint to your honorable board and hereby specifically agree to be bound by such recommendations or award as your honorable board may make in the premises, in accordance with the principles and procedure of the board.
2. We hereby complain because:
   (State in narrative form the grievances, relating to—)
   a. Wages.
   b. Hours.
   c. Discrimination.
   d. Violations of existing agreements; or of governmentally fixed wage scale.
   e. Actual or threatened strikes.
   f. Coercive measures to induce employees to join union or to induce employer to deal with a union.
   g. Curtailing maximum production.
   h. Any other violations of the principles of the National War Labor Board.
3. We seek the following relief:
4. We make the attached questionnaire a part of this complaint.

.....
.....
.....
(Complaining employer or his duly authorized representatives sign on above lines.)

Dated.....

(On second page of 4-page folio.)

Questionnaire, accompanying and made a part of original complaint of employer.

The board will take no action upon the complaint unless every question herein is answered.

5. Give name and address of all complainants.	Answer.
6. How many employees do you employ?	Answer. {Male. Female.
7. What employers' association do you represent, if any? That is, when, where, and how were you authorized to unite said association with you in this complaint?	Answer.
8. How many and what classes of employees are affected by this complaint?	Answer.
9. State just how the business affects the conduct of the war.	Answer.
10. Have you a contract with your employees?	Answer.
11. If so, attach a copy of such contract or contracts to this complaint.	Answer.
12. Have your grievances been presented to the employees?	Answer.
13. If so, when and how?	Answer.

14. What steps have been taken to adjust the grievances complained of?	Answer.
15. What was the result?	Answer.
16. Do you know that the National War Labor Board will refuse to take jurisdiction of any controversy where there is by agreement or Federal law a means of settlement which has not been invoked?	Answer.
17. Name and address of the respondents.	Answer.

In witness whereof, we, the signers of the foregoing complaint, state that the facts in said complaint and questionnaire set forth are true to the best of our knowledge and belief.

.....
.....
.....

FORM OF COMPLAINT AGAINST EMPLOYERS.

Every complaint filed by employees against employers, or by a union in cases where a union may be the complainant, shall be in the following form:

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

.....
Complainant.
v.
.....
Respondent.
} No. .....

ORIGINAL COMPLAINT.

(By employees.)

1. We, the undersigned, being at least three employees or recent employees of the respondent, on behalf of ourselves and all others similarly situated and having like grievances, make this complaint to your honorable board, and we hereby specifically agree to be bound by such recommendations or award as your honorable board may make in the premises, in accordance with the principles and procedure of the board.
2. We hereby complain because:

(State in narrative form the grievances relating to—)

a. Wages.
b. Hours.
c. Discrimination.
d. Violations of existing agreements.
e. Actual or threatened lockout.
f. Collective bargaining.
g. Working conditions.
h. Any other violations of the principles of the National War Labor Board.

3. We seek the following relief:
4. We make the attached questionnaire a part of this complaint.

Signed at ....., State of ....., on the .... day of ....., 19....

.....
.....
.....
(Complaining employees or their duly authorized representatives sign on above lines.)

(On second page of 4-page folio.)

Questionnaire, accompanying and made a part of original complaint of employees. (The board will take no action upon the complaint unless every question herein is answered. If you can not answer definitely, say "I don't know.")

5. Give names and addresses of all complainants.	Answer.
6. State occupation and length of service of each complainant.	
7. How many employees do you represent?	Answer. {Male. Female.
8. By what authority do you represent them; that is, when, where, and how were you appointed?	Answer.
9. How many and what classes of employees are affected?	Answer.
10. State just how the business affects the conduct of the war.	Answer.
11. Have you a contract with your employer?	Answer.
12. If so, attach a copy of such contract or contracts to this complaint.	
13. Have your grievances and requests been presented to the employer?	Answer.
14. If so, when and how?	Answer.
15. What steps have been taken to adjust the grievances complained of?	Answer.
16. What was the result?	Answer.
17. From what date do you ask that the decision of the board take effect, and why?	Answer.
18. Do you know that the National War Labor Board will refuse to take jurisdiction of any controversy where there is by agreement or Federal law a means of settlement which has not been invoked?	Answer.
19. Name and address of the employer.	Answer.

In witness whereof we, the signers of the foregoing complaint, state that the facts in said complaint and questionnaire set forth are true to the best of our knowledge and belief.

.....
.....
.....

IMPERFECT COMPLAINT.

Communication seeking settlement of industrial disputes by the board which do not substantially comply with the forms hereinbefore set forth shall be returned by the director of procedure to those signing them. He shall inclose a blank form of formal complaint, a copy of these rules of procedure, a copy of the principles of the board, and a copy of the President's proclamation.

COMPLAINTS IN CASES OF REFERENCES OF DISPUTES TO BOARD BY THE SECRETARY OF LABOR OR OTHER DEPARTMENT OF THE GOVERNMENT.

When an alleged controversy is referred to the board by the Secretary of Labor, or other governmental department or Federal adjustment agency, the director of procedure shall require a formal complaint to be filed as herein provided, and the case shall then proceed as though the complaint had originally been made to the board.

COMPLAINTS IN JOINT SUBMISSIONS.

In cases of joint submission, including those referred from other departments or Federal adjustment agencies, complaints must be filed as in other cases by one of the parties against the other, for the purpose of setting out clearly and succinctly the issues in dispute. The director of procedure may presume in such cases, in the absence of information to the contrary, that the original complaining parties are the employees and notify them to file a complaint in the proper form.

APPEALS FROM AWARDS OF OTHER GOVERNMENT BOARDS.

In cases where appeals from department adjustments and arbitrations are within the jurisdiction of the board, or are brought within it by reference from the head of any department, the officer or tribunal from whose decision appeal is taken shall prepare the record of the hearing before him, including all the evidence considered by him and the statements of claim by the parties, together with his award and his reasons therefor, and transmit the same to the secretary of the board, together with the letter of reference by the head of department, if any. The director of procedure shall place the appeal as a case upon the docket under its proper number and file the record, award, and reference in its appropriate place, entitling the same with the names of the parties complainant and respondent and marking the same "Appeal from ——— Dept." In case of appeals no formal complaint on the appeal by either party need be filed.

As soon as the appeal is filed, a notice should issue by registered mail to all parties advising them of the pendency of the appeal, and that they must be ready for a hearing before the board, or a section thereof, at a day fixed at least seven days after the sending of such notice. In cases of emergency the board, or the standing committee, may direct the secretary to notify the parties by telegram to appear sooner, if practicable.

NOTICE OF ISSUE.

Upon every complaint filed in form as herein prescribed, a notice shall issue informing the respondent that the complainants have filed a complaint against him, with a copy of the complaint, copy of these rules of procedure, copy of the President's proclamation, and blank form for his answer, inclosed. The notice shall direct him to file an answer within seven days after service, and shall be in form approved by the board.

FORM OF NOTICE.

The form of the notice which is hereby approved shall be as follows:

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

.....
v. } Docket No. .....
.....

To.....
Respondent.

You are hereby notified that ..... has filed a complaint against you, a copy of which is hereto attached.

Your answer upon the inclosed form should be filed within seven days from receipt hereof. In case of your failure to file an answer, the board may, as a board of mediation, in accordance with its rules of procedure, set a date for hearing, make its findings and decisions as to what in its judgment is a fair and equitable adjustment of the dispute.

Done under and by authority of the proclamation of the President of the United States of America, duly issued the eighth day of April, in the year of our Lord one thousand nine hundred and eighteen.

Witness the hands of the joint chairmen of said National War Labor Board at the city of Washington, D. C., this ..... day of ..... A. D., 191...

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

Countersigned:
Service accepted this ..... day of ..... 191...

SERVICE OF NOTICE.

The service of notice may be made by mailing it by registered mail, with a copy of the complaint blank for answer, copy of proclamation of the President of April 8, 1918, and copy of rules of procedure of board, to the post-office address of the respondents as given in the complaint, and the register receipt shall be retained in the office of the secretary and filed with papers as evidence of proper service. Where service should be made with greater dispatch, an examiner or any other employee of the board may serve the same upon the respondents. A return by him of such service, at the usual place of business or residence of the respondents, or upon them personally, shall constitute a sufficient service, and shall be evidenced by the certificate of the server, signed by him with his official designation. A service may be made by any notary public, by a sheriff or marshal or his deputies, who shall make a due return of such service. If the respondent will accept service in writing, this shall dispense with the necessity of further proof, and the written acceptance shall be filed with the papers in the case and noted on the docket.

Every return of service shall state the day and hour of service, and if the service is not personal, the place at which a copy of the notice and copy of the complaint were left.

NOTICE AND SERVICE IN CASES OF JOINT SUBMISSION AND REFERENCES TO DEPARTMENTS.

As already indicated, complaints must be filed in cases of joint submission and in cases referred to the board by governmental departments, or Federal adjustment agencies, and upon such complaints notice shall issue and be served as in other cases.

ANSWERS.

A respondent duly served or waiving service as above shall answer the complaint within seven days after receiving the same, by mailing within this time an answer conforming to the following form:

UNITED STATES OF AMERICA.

NATIONAL WAR LABOR BOARD.

..... Complainant.	No.....
v.	Dated.....
..... Respondent.	

RESPONDENT'S ANSWER.

Now comes the respondent named in the above-entitled case and answering the complaint, says:

A.

The respondent {admits / denies} That the National War Labor Board has jurisdiction over the matters set forth in the complaint. (If jurisdiction is denied, state reasons why.)

.....

B

The respondent {admits / denies} that the business done at the plant affects the conduct of the war.

C

The respondent answers to the merits of the various allegations set forth in the complaint and questionnaire, admitting or denying the same seriatim, as follows:

1.
2.
3.

Etc.

D

The respondent sets forth new matter of defense, as follows:

E.

The respondent submits this controversy to the National War Labor Board as an arbitrator, in accordance with its principles and procedure, and hereby agrees to be bound by its award on the following issues:

Respectfully submitted.

.....
(Duly authorized agent sign above.)

EFFECT OF FAILURE TO ANSWER.

Should the respondent file no answer, or should he decline to accept arbitration by the board upon one or more issues raised, the case shall proceed and a hearing be had upon the evidence of the complainant only, if the respondent does not choose to produce evidence on his behalf, or upon the evidence introduced by both sides. The mere producing of evidence by a respondent on the issues shall not be regarded as a submission to arbitration by the board.

NOTICE OF HEARINGS.

All parties shall be given at least seven days' notice of the time and place of any hearing. The person serving or giving such notice shall make return in writing of the method of notification.

HEARINGS.

At all hearings before the full board, before a section of the board, or before examiners appointed to hear the case, evidence may be introduced by oral testimony of witnesses or by depositions. Should the board, section, or examiners deem cross-examination necessary in case of deposition, the deponent should be summoned for the purpose and the deposition not considered as evidence until such cross-examination has been had. All testimony of witnesses shall be taken under oath or affirmation. Examiners, sections of the board, and the full board shall have power to administer such oaths or affirmation.

HEARINGS BY EXAMINERS.

The hearing by the examiner shall be conducted in accordance with the proper course of judicial proceedings. The evidence for the complainant shall be presented, then the evidence for the respondent, and then the evidence, if any, in rebuttal. The examiner shall follow as near as may be the rules of evidence prevailing in common law courts, with such departures therefrom as in his discretion may seem to be necessary in the cause of speedy justice. The examiner shall require witnesses to confine their testimony to statements of facts within their personal knowledge. The examiner may exercise the authority to exclude evidence palpably incompetent or irrelevant to the issue. But the party aggrieved by such ruling may save his exceptions to such exclusion of evidence or other ruling by the examiner by a writing filed with the examiner. Should the examiner deem the evidence of any person necessary who is not called by either party, he may summon such person, examine him, and permit cross-examination.

CONTINUANCES.

The hearing, due notice of which has been given both sides, shall proceed until the case is closed. Should either party desire a continuance on the ground of inability to produce witnesses and make a showing of due diligence, it shall be within the discretion of the examiner to grant such time as may be reasonably necessary to procure the evidence. It is of the utmost importance, however, that cases brought before the National War Labor Board should be promptly decided, and therefore this discretion to continue cases or hearings should be sparingly exercised. When the evidence has been all submitted the examiner shall hear argument, and, if desired by the parties, may fix a time in which to submit briefs.

REPORT OF THE EXAMINER.

Upon the conclusion of the hearing before him the examiner shall make a digest of the evidence and submit the same forthwith, but without making any findings or conclusions, to the section or board, as the case may be. He shall attach thereto a copy of the complaint, proof of service, joint submission, answer, and a full transcript of the evidence, arguments, and exceptions taken to his ruling in order that the section or board considering the case may have the entire record before it.

ACTION UPON EXCEPTIONS TO EXAMINER'S RULINGS.

In cases where exceptions have been taken to the examiner's rulings the section or board may, in its discretion, grant a hearing upon said exceptions and act thereon.

ACTION BY THE SECTION.

If the form of the submission shall be to the members of the section as arbitrators to make a final award, the section, if the members are in agreement, shall proceed to make such an award without reference to the board. The administration of such awards shall be the same as in awards of the full board. When a case has been assigned to a section and the parties in interest shall have agreed that the decision of the section shall be the decision in the case, then the section shall proceed and make its findings, and if the section can not agree the case shall go to the full board.

REPORT OF THE SECTION.

In all other cases submitted to a section and in which they have reached an agreement, a report shall be made of their findings and conclusion to the board for its action.

ACTION OF THE BOARD.

Upon the presentation of a report by a section the board shall consider the same and approve or reject it.

DISAGREEMENT OF MEMBERS OF THE SECTION.

If the members of the section can not agree upon a report, each shall make his individual report, and the board shall consider the case on both reports and take such action as it may deem wise.

DIFFERENCE OF OPINION IN THE BOARD.

In cases in which the parties have submitted to the full jurisdiction of the board and the board is not unanimous in its findings and conclusions as to a just award, the name of an umpire shall be agreed upon by unanimous vote, or, failing that, shall be drawn by lot from a list of names furnished by the President to the board in accord with the rules of procedure approved by the President in his proclamation of April 8, 1918.

In cases in which the parties defendant do not submit to the full jurisdiction of the board, or to its jurisdiction to make an award, the principles of the procedure of the board do not require an umpire, and in such a case the action of the board shall be determined by a majority vote and the recommendation of the board made accordingly. The finding and recommendation shall be published with such a dissent of the minority as may be presented to the board. In case the board divides evenly, the case shall stand as undecided.

AWARDS.

The section shall report in full the form of the award which it recommends for adoption. If it shall seem to the section that the evidence before it is not sufficiently specific to enable it to dispose of all the issues, it may dispose of part and postpone the rest for a further action.

An award may provide for the appointment of an administrator, when it covers the settlement of complicated matters, and if it does provide for such administrator he is authorized to interpret and apply the award as between the parties when they disagree as to its meaning and application.

ADMINISTRATORS' RULINGS AND APPEALS THEREFROM.

Administrators authorized to interpret and apply the award shall make their decisions in writing and serve copies thereof on the parties. Should either party feel aggrieved by the administrator's decision, he may appeal to the board, and the appeal shall be heard by the section which acted in the case, and the decision of the section on such appeal shall be reported to and acted upon by the board. Pending the appeal from the decision of the administrator, his decision shall be enforced, except in cases where it involves directly or indirectly the payment of wages. In such cases, the filing of the appeal with the administrator or board shall operate as a stay. The administrator shall prepare the record for appeal in such cases with the utmost dispatch and forward it to the chief administrator for immediate submission to the section which acted in the case. The appeal shall be heard by the section as soon as possible.

REHEARINGS.

A motion to the board for a rehearing must be made within 30 days after the recommendation or the award and service of notice upon the parties. The motion for rehearing shall set out the grounds for the same specifically and may be granted either because the award was beyond the jurisdiction of the board, or because of a palpable mistake in the finding of fact, or in the application of the principles of the board, or because of newly discovered evidence which might change the decision of the board. On motion for a rehearing the parties may not, as a matter of course, have an oral hearing. The party moving the rehearing shall file a brief with his motion, setting forth, with reasonable elaboration, the reasons relied upon. If the motion is based on newly discovered evidence, it must appear that the evidence is not merely cumulative and that the party seeking the rehearing could not have produced the evidence by the exercise of due diligence at the time of the original hearing.

NOTICE OF AWARDS AND RECOMMENDATIONS.

Immediately upon the making of awards or final recommendations, they shall be copied and a copy certified by the secretary shall be sent by registered mail to each of the parties and the receipt therefor shall be filed with the papers and noted on the docket.

PROCEEDINGS BEFORE AN UMPIRE.

The umpire shall be notified of his selection and a time fixed for his hearing.

In proceedings before umpires, the presentations shall be limited as follows:

Each side shall delegate not more than two members to present the case to the umpire, and each side shall be limited in its oral presentation to one hour. The umpire, however, may extend the time of hearing if in his judgment a longer time is required to make him fully familiar with the case.

ACTION UPON DECISION OF UMPIRE.

The decision of the umpire shall be regarded as the award of the board, and notice of it served upon the parties as in other cases. The decision of the umpire shall be made public only after it has been read and certified to by the standing committee or by the board in full session.

NOTE.—The above procedure may be changed from time to time by a majority vote of the board. (*Approved January 30, 1919.*)

CHAPTER IV.—SUMMARY AND ANALYSIS OF AWARDS AND FINDINGS OF THE NATIONAL WAR LABOR BOARD.

The following digest of the decisions of the National War Labor Board was prepared by Mr. Robert P. Reeder, an examiner on the staff of the board, under the direction of Mr. Hugh S. Hanna. The digest constitutes a careful and thorough analysis of the decisions of the board up to May 31, 1919.

The numbers of subsequent awards, findings, and recommendations of the board and the names of the companies involved in its decisions between May 31 and the date of its dissolution on August 12, are noted on page 116 following. Since there is apparently no new principle involved in these decisions their analysis has not been deemed necessary.

INTRODUCTORY.

In January, 1918, the Secretary of Labor, upon nomination of representatives of labor and capital, appointed a War Labor Conference Board to devise for the period of the war a method of labor adjustment which would be acceptable to employers and to employees. In March that board recommended that a National War Labor Board be established and that it be directed to observe principles and follow methods which the Conference Board outlined in its report. The Secretary of Labor appointed as members of the National War Labor Board the men who had been members of the Conference Board. On April 8, 1918, the President by proclamation approved of and confirmed those appointments and the principles and methods which had been recommended by the Conference Board.

Those principles are set forth hereinafter in italic portions of the text. Accompanying each section is a statement of the manner in which the board has applied those principles.

A survey of the awards, however, may enable the reader to generalize as to the attitude of the board toward some of the specific problems which have come before it.

NO STRIKES OR LOCKOUTS DURING THE WAR.

There should be no strikes or lockouts during the war.

The board has repeatedly refused to entertain complaints where the complaining employees were on strike;

See, for example, last paragraph in Interpretation of Award in Newsprint Paper Case, Docket No. *35*, 7/26/18.

and while in one case it made an award where the men had struck long after the submission of the complaint, it made the award operative only in the event of the prompt termination of the strike.

A. H. Petersen Manufacturing Co., No. *320*, 3/14/19. The retroactive portion of the award was, of course, operative only from the date of the submission until the date of the strike.

In the Bridgeport case

No. *132*, 8/28/18.

some of the employees who were dissatisfied with the award went out on strike. The President of the United States thereupon wrote to them on September 13, 1918, as follows: "I desire that you return to work and abide by the award. If you refuse, each of you will be barred from employment in any war industry in the community in which the strike occurs for a period of one year. During that time the United States Employment Service will decline to obtain employment for you in any war industry elsewhere in the United States, as well as under the War and Navy Departments, the Shipping Board, the Railroad Administration, and all other Government agencies, and the draft boards will be instructed to reject any claim of exemption based on your alleged usefulness on war production."

On September 17 the President was obliged to write to several employers of these men as follows: "The men at a meeting voted to return to work, but I am informed by their representative that the manufacturers refuse to reinstate their former employees. In view of the fact that the workmen have so promptly complied with my directions, I must insist upon the reinstatement of all these men."

In the Smith & Wesson case

273, 8/21/18.

the employing company refused to comply with the recommendation, and thereupon, by direction of the President, the War Department took over the plant and operated it.

RIGHT TO ORGANIZE.

The right of workers to organize in trade unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.

The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the workers in any manner whatsoever.

Employers should not discharge workers for membership in trade-unions nor for legitimate trade-union activities.

The workers, in the exercise of their right to organize, should not use coercive measures of any kind to induce persons to join their organizations nor to induce employers to bargain or deal therewith.

RULE RESTATED IN MANY AWARDS.

This rule has been restated in a number of awards, either as it has just been quoted

Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18; Smith & Wesson, *273*, 8/21/18; Detroit Patternmakers, *158*, 12/10/18; Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; Butterick Publishing Co., *752*, 1/15/19; recommendation in Western Chemical Co., *1042*, 4/10/19.

or in briefer form.

See language quoted in note in section on Collective Bargaining (p. 56) and also Nos. *21*, *21 a*, *21 b*, *35*, *40*, *130*, *132*, *146*, *159*, *189*, *195*, *249*, *297*, *320*, *575*, *627*, *627 a*, *627 b*, *641*, *696*, *831*, *981*, *990*, *1037*.

INTERFERENCE WITH UNION ACTIVITY FORBIDDEN.

Employers are forbidden to discriminate against workers because of membership in the unions or for legitimate trade-union activities.

Waynesboro cases, *40*, 7/11/18; National Refining Co., *97*, 8/28/18; New York Consolidated Railroad (Brooklyn Rapid Transit System), *283*, 10/24/18; Standard Wheel Co., *176*, 10/25/18; Corn Products Refining Co., *130*, 11/21/18; General Electric Co., Schenectady, *127 sup.*, 11/22/18; Chambersburg cases, *371*, 3/11/19; Wharton Steel Co., *798*, 3/14/19; Machinists, Hamilton, Ohio, *978*, 4/10/19; Sizer Forge Co., *1037*, 4/10/19. See also Detroit United Railway Co., *32*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18; Dayton Street Railway Co., *150*, 10/24/18; Sinclair Refining Co., *395*, 11/20/18; Ohio Electric Railway Co., Lima City Lines, *296*, 1/15/19; Madison Machinists, *195*, 2/18/19; A. H. Betersen Manufacturing Co., *320*, 3/14/19; Washington Railway & Electric Co., *1049*, 3/27/19; and recommendations in the following cases: Columbus Railroad Co., *302*, 10/24/18; Jacksonville Traction Co., *83*, 2/4/19; American Can Co., *694*, 2/11/19; American Hide & Leather Co., *519*, *519a*, 3/5/19; Brooklyn Rapid Transit Co., *751*, 3/6/19; Third Avenue Railway Co., *332*, 3/7/19; Union Railway Co. of New York, *564*, 3/7/19; Midwest Engine Co., *562 a*, 3/26/19; Blake-Knowles Pump Works, *642*, 4/9/19; Vim Motor Co., *853*, 4/9/19; Richmond, Ind., cases *643*, 4/10/19; Westfield Manufacturing Co., *968*, 4/11/19; Northern Cooperage Co., *981*, 4/29/19; Standard Conveyor Co., *990*, 4/29/19; New York Airbrake Co., *499b*, 5/1/19.

In a number of cases in which employees had been discharged for such reasons the board ordered their reinstatement with compensation for all that they had lost by reason of their discharge.

General Electric Co., Lynn, *231*, 10/24/18; National Car Coupler Co., *328*, 11/19/18; Corn Products Refining Co., *130*, 11/21/18; Klieber-Dawson Machine Co., *221*, 11/21/18; Georgia Railway & Power Co., *159*, 12/5/18; Western Drop Forge Co., *334*, 1/29/19; Wharton Steel Co., *798*, 3/14/19. See also Columbus Railway, Power & Light Co., *146*, 7/31/18; National

Refining Co., *97*, 8/28/18; Standard Wheel Co., *176*, 10/25/18; Sinclair Refining Co., *895*, 11/20/18; Savannah Electric Co., *748 sup.*, 1/28/19; and recommendations in the following cases: Smith & Wesson, *273*, 8/21/18; New York Consolidated Railroad (Brooklyn Rapid Transit System), *283*, 10/24/18; Columbus Railroad Co., *302*, 10/24/18; Bethlehem Steel Co., North Lebanon Plant, *401*, 1/15/19; Eastern Steel Co., *418*, 1/15/19; Imperial Electric Co., *520*, 1/15/19; Columbia Metal Box Co., *772*, 1/15/19; American Can Co., *694*, 2/11/19; Kansas City Structural Steel Co., *495*, 2/12/19; American Hide & Leather Co., *519*, *519 a*, 3/5/19; La Crosse Plow Co., *675*, 3/5/19; American Research Glass Co., *878*, 3/5/19; Midwest Engine Co., *562 a*, 3/26/19; Fort Wayne & Northwestern Railway Co., *466*, 4/10/19; Machine companies of Columbus, Ohio, *502*, 4/10/19; Los Angeles Railway Corporation, *753*, 4/10/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; Minneapolis Gas Light Co., *473*, 4/11/19. In some cases, e. g., Pacific Electric Railway Co., *214*, 4/9/19; San Diego Electric Railway Co., *452*, 4/10/19, the board decided that the facts were not such as to cause it to recommend reinstatement. Examiners were directed to pass upon claims of men that they had been discharged for union membership or activity in National Refining Co., *97*, 8/28/18; Standard Wheel Co., *176*, 10/25/18; Klieber-Dawson Machine Co., *221*, 11/21/18, and in plants specified in Report of Committee on Various Plants of the General Electric Co., approved by board 1/15/19. See also Minneapolis Steel & Machinery Co., *46*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19. Committees were directed to take up this matter with the management in Winslow Bros. Co., *533*, 3/5/19; Williamsport Wire Rope Co., *818*, 3/5/19; Otis Steel Castings Co., *881*, 3/5/19; Sterling Machine & Stamping Co., *575*, 3/12/19; Rhode Island Textile Workers, *275*, 3/13/19; Rhode Island Branch National Metal Trades Assn., *189*, 3/26/19; Matthews Engineering Co., *542*, *542 a*, 3/27/19; Richmond, Ind., cases, *643*, 4/10/19; Western Chemical Co., *1042*, 4/10/19; Boilermakers, Akron, Ohio, *826 a*, 4/11/19; Northern Cooperage Co., *981*, 4/29/19; Standard Conveyor Co., *990*, 4/29/19; Donnelley & Sons Co., *778*, 4/30/19. See also Wharton Steel Co., *798*, 3/14/19; Sizer Forge Co., *1037*, 4/10/19; New York Airbrake Co., *499 b*, 5/1/19.

So also the board has forbidden the blacklisting of union men;

Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18.

it has forbidden employers to make with their employees individual contracts which deter their employees from joining unions;

Omaha & Council Bluffs Street Railway Co., *154*, 7/31/18; Washington Railway & Electric Co., *1049*, 3/25/19. See also Smith & Wesson, *273*, 8/21/18; General Electric Co., Pittsfield, *19*, 7/31/18. Compare minority report in Donnelley & Sons Co., *778*, 4/30/19.

it has held that peaceful participation in a strike should not be a bar to reemployment;

Savannah Electric Co., *748 sup.*, 1/28/19. See also National Refining Co., *97*, 8/28/18, *97 sup.*, 4/30/19.

and it has referred to the War Department evidence that employers had misused the selective draft law in order to punish union men.

Bethlehem Steel Co., *22*, 7/31/18. See also Bridgeport Munition Workers, *132*, 8/28/18.

It is not sufficient for the company to countenance a company union;

New York Consolidated Railroad (Brooklyn Rapid Transit System), *283*, 10/24/18. See also Pacific Electric Railway Co., *214*, 4/9/19; San Diego Electric Railway Co., *452*, 4/10/19; Los Angeles Railway Corporation, *753*, 4/10/19.

In Pacific Electric Railway Co., *214*, 4/9/19, the board said, "We find upon consideration that the company's contention that the men have always been able to discuss grievances as individuals and that no system of

collective bargaining is necessary for their welfare, is wrong in fact and in principle, nor do the division meetings held by the men, which were advocated by the company as an adequate plan of collective bargaining, constitute an ideal or even a proper means of free and unhampered discussion by the men of their grievances and their presentation of same to the company for adjustment."

in fact, the company may not compel the men to join a beneficial organization conducted by the company;

Standard Wheel Co., *176*, 10/25/18; Corn Products Refining Co., *130*, 11/21/18; Midvale Steel & Ordnance Co., *129*, 2/11/19. But see requirements which were sustained in Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18.

but the employees must be allowed to become members of any legitimate labor organization without interference upon the part of the company. As the board said in the case of the New York Consolidated Railroad,

(Brooklyn Rapid Transit System), *283*, 10/24/18. See also Minneapolis Steel & Machinery Co., *46*, 4/11/19; Brooklyn Rapid Transit Co., *751*, 3/6/19; Third Avenue Railway Co., *332*, 3/7/19; Union Railway Co. of New York, *564*, 3/7/19.

"The right of the workers of this company freely to organize in trade unions, or to join the same, and to bargain collectively, is affirmed, and discharges for legitimate union activities, interrogation of workers by officials as to their union affiliations, espionage by agents or representatives of the company, visits by officials of the company to the neighborhood of the meeting place of the organization for the purpose of observing the men who belong to such unions, to their detriment as employees of the company, and like actions, the intent of which is to discourage and prevent men from exercising this right of organization, must be deemed an interference with their rights as laid down in the principles of the board."

Under ordinary circumstances an employer can not object to the wearing of a union button by an employee even while he is on duty;

Columbus Railway, Power & Light Co., *146*, 7/31/18.

but if the wearing of the button actually causes lack of cooperation between the union and the nonunion employees the company may forbid the use of such a symbol during working hours, although, of course, the men are entitled to wear it when they are off duty.

Georgia Railway & Power Co., *159*, 12/5/18.

In the case of the Corn Products Refining Co.

130, 11/21/18.

the award, with the acquiescence of the company, provided that employees, upon giving proper notice, must be permitted to absent themselves without pay to attend union conventions; and in Washington Railway & Electric Co.,

1049, 3/25/19.

by agreement between the parties a similar award provided that leave of absence should be granted to members of committees chosen for the purpose of treating with the company; but in two other cases

Ohio Electric Railway Co., Lima City Lines, *296*, 1/15/19; Ohio Electric Railway Co., Lima Interurban Lines, *627*, 1/15/19.

the board decided that the granting of leave of absence to committees representing employees was a matter to be settled between the company and the employees, although specific grievances might be presented to the board for decision.

The Corn Products award also provided that in case of reductions in the force seniority must be given preference, and that employment must be accepted proof of general competency, so that statement of specific incompetency must be given a dismissed employee upon demand of himself or his representative.

COLLECTIVE BARGAINING.

Except where a union was recognized by the employer before the submission of a controversy to the board, the employer is usually under no obligation to recognize the union.

See authorities in section on Representation of Workers by Outside Agents (p. 65).

But the workers have the right to organize for bargaining collectively through their chosen representatives,

Newsprint Paper, *35*, 6/27/18; St. Joseph Lead Co., *16*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18; Columbus Railway, Light & Power Co., *146*, 7/31/18; Smith & Wesson, *273*, 8/21/18; Bridgeport Munition Workers, *132*, 8/28/18; A. M. Byers Co., *134*, 9/13/18; Saginaw Machinists, *147*, 10/25/18; Reading Iron Co., *416*, 11/19/18; Union Carbide Co., *174*, 1/15/19; Wharton Steel Co., *798*, 3/14/19; Westfield Manufacturing Co., *968*, 4/11/19. See also General Electric Co., Pittsfield, *19*, 7/31/18; recommendations in American Can Co., *694*, 2/11/19; Huntington Steel Foundry Co., *640*, 2/18/19; Richmond, Ind., cases, *643*, 4/10/19; and next note.

and it is the duty of the companies to recognize and deal with committees after they have been constituted by the employees.

Waynesboro case, *40*, 7/11/18; Columbus Railway, Light & Power Co., *146*, 7/31/18; Corn Products Refining Co., *130*, 11/21/18; A. H. Petersen Manufacturing Co., *320*, 3/14/19; Wharton Steel Co., *798*, 3/14/19; Parsons Co., *831*, 4/9/19; Machinists, Hamilton, Ohio, *978*, 4/10/19; Westfield Manufacturing Co., *968*, 4/11/19; recommendations in Nos. *21*, *21 a*, *21 b*, *122*, *189*, *419*, *420*, *421*, *422*, *422 a*, *422 b*, *575*, *696*, *725*, *784*, *881*. See also Washington Railway & Electric Co., *1049*, 3/25/19; Louisville & Northern Railway & Lighting Co., *555*, 4/10/19; Western Chemical Co., *1042*, 4/10/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; New York Airbrake Co., *499 b*, 5/1/19.

The following clause appears in a number of awards or recommendations: "The principles upon which the National War Labor Board is founded guarantee the right to employees to organize and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions. As the right of workers to bargain collectively through committees has been recognized by the board the company shall recognize and deal with such committees after they have been constituted by the employees:" Nos. *16*, *80*, *81 a*, *81 b*, *94*, *97*, *106*, *110*, *134*, *147*, *169*, *174*, *176*, *201*, *232*, *243*, *249*, *258*, *261*, *274*, *275*, *328*, *334*, *354*, *355*, *365*, *371*, *393*, *397*, *400*, *401*, *416*, *418*, *419*, *420*, *421*, *422*, *422 a*, *422 b*, *454*, *460*, *473*, *482*, *499 b*, *502*, *519*, *519 a*, *521*, *533*, *542*, *562*, *562 a*, *570*, *571*, *576*, *585*, *594*, *619*, *642*, *643*, *674*, *675*, *693*, *721*, *724*, *739*, *755*, *772*, *775*, *778*, *781*, *782*, *783*, *801 to 815*, *818*, *826 a*, *827*, *853*, *873*, *878*, *879*, *880*, *881*, *913*, *914*, *914 a*, *915*, *915 a*, *918*, *941*, *981*, *990*, *1006*, *1028*, *1037*. In a few of these cases (*94*, *147*, *176*, *258*, *261*, *334*, *502*, *693*, *775*, *880*), the board amplified the statement in the last sentence.

In a number of instances the board has felt that differences between workers and their employers could probably be adjusted by collective bargaining and has provided for such collective action,

See note following this one and also section on Duties of Committees.

saying that the board itself would decide some particular matters in dispute only if the parties were unable to reach an agreement.

Bethlehem Steel Co., *22*, 7/31/18; Smith & Wesson, *273*, 8/21/18; Bridgeport Munition Workers, *132*, 8/28/18; General Electric Co., Lynn, *231*, 10/24/18; Virginia Bridge & Iron Co., *47*, 10/24/18; Saginaw Machinists, *147*, 10/25/18; Standard Wheel Co., *176*, 10/25/18; National Car Coupler Co., *328*, 11/19/18; St. Louis Coffin Co., *258*, 11/19/18; Red Star Milling Co., *110*, 1/15/19; Bethlehem Steel Co., North Lebanon Plant, *401*, 1/15/19; American Clay Machinery Co., *879*, 1/15/19. See also American Sheet & Tin Plate Co., *232*, 1/15/19; Bedford Stone Club, *397*, 1/15/19; Eastern Steel Co., *418*, 1/15/19. The award in American Locomotive Co., Schenectady, *61*, 10/9/18, was superseded by an agreement between the company and the two unions on 10/24/18.

Indeed, in the Boston fisheries controversy the board went still further and made a recommendation of collective bargaining which extended beyond the parties who were then before the board.

Compare the award as to silk manufacturing in United Textile Workers, *1123*, 4/10/19.

It recommended that a conference representing the employers and the workers engaged in the industry establish machinery for dealing with grievances and disputes and that it negotiate wage agreements for the industry as a whole.

In connection with its awards in Nos. *1127*, *1128*, *1129*, *1130*, 5/28/19, cases by marine firemen, masters, marine engineers, fish handlers and others against the East Coast Fisheries Co. and other companies, the board on the same date adopted a resolution which provides as follows:

"The National War Labor Board in rendering the awards in the Boston fisheries cases is not unmindful of the fact that the work engaged in by these parties is of vital import to the people of our Nation. The necessity of continuous operation of the fishing boats is obvious, and it would be nothing short of a calamity should the source of this food supply be cut off by reason of misunderstandings that could be amicably adjusted by joint conference between the representatives of both parties.

"The cases submitted to the board for arbitration only affect part of the employees, who are employed on beam trawlers and who comprise only a small portion of the men engaged in the fishing industry of the Atlantic coast.

"Owing to the nature of this business, it would be impossible to outline a specific set of rules such as has been done to govern the methods of collective bargaining in shops, mills, or factories.

"The National War Labor Board recommends that the representatives of the owners of beam trawlers and schooners, and the representatives of the various unions of employees, meet in conference with the view to—

"1. The establishment of a fair and equitable machinery for the prevention and adjustment of grievances and disputes which may arise in the industry.

"2. The promotion generally of amicable relations between employers and employees.

"3. The negotiation of wage agreements for the industry as a whole.

"It is the judgment of the board that the parties engaged in this industry are best fitted by training and experience to work out the details in connection with these recommendations, and we urge that they be given serious consideration."

COMMITTEES ESTABLISHED FOR COLLECTIVE BARGAINING.

Of course, collective bargaining can be carried on regardless of any procedural rules laid down by the board if the parties in interest agree among themselves. But in a number of cases in which the parties did not agree as to the course to be followed the board has established rules for collective bargaining between the parties. The board, however, has not laid down an invariable rule as to the composition of the committees, the method of choosing representatives, and the duties of the committees, which applies alike to all cases.

AWARDS AS TO THE COMPOSITION OF THE COMMITTEES.

In some cases in which thousands of employees were involved the board has created shop or departmental committees to adjust disputes which the employees are unable to adjust with the shop foremen and the division superintendents, and has directed the department or shop committees to meet annually and select from among their number a committee of three employees, known as the committee on appeals, to meet with the management for the purpose of adjusting disputes which the department committees have been unable to adjust.

General Electric Co., Pittsfield, *19*, 7/31/18; Smith & Wesson, *273*, 8/21/18. The same types of committees are created in General Electric Co., Lynn, *231*, 10/24/18.

In the Bethlehem

22, 7/31/18.

and Bridgeport

132, 8/28/18.

cases it went further and created local boards of three members from each side to bring about agreements on disputed issues not covered by the decisions of the War Labor Board in those cases. The boards were to be presided over by a chairman appointed by the Secretary of War. In the Bethlehem case the members of the board were to be compensated by the parties whom they represented.

A somewhat different award decided that the shop committee should be elected "in conformity with the plan approved by the board" but also provided that the administrator, in conference with both sides, should determine the size and membership of the shop committee.

Pittsfield Machine & Tool Co., *337*, 11/21/18.

The Corn Products Refining Co. award

130, 11/21/18.

provided for department committees of three employees and a general plant committee of five employees to be elected by the members of the department committees: the plant committee should endeavor to adjust grievances which the department committees were unable to adjust: if it were unsuccessful, the matter might be referred to the National War Labor Board or such other agency as the company and the committee might agree upon.

Other awards simply called for the election of shop committees to represent the employees; in case of disagreement between committees and company controversies were to be brought before the board.

Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4 a*, 10/11/18; Virginia Bridge & Iron Co., *47*, 10/24/18; Saginaw Machinists, *147*, 10/25/18; Standard Wheel Co., *176*, 10/25/18; Walworth Manufacturing Co., *274*, 3/6/19. See also B. F. Sturtevant Co., *393*, 1/30/19. In St. Louis Coffin Co., *258*, 11/19/18, in case of disagreement concerning arrangements affecting health, comfort, and working efficiency, appeal was to be made not to the board but to the local inspectors. In New York Central Iron Works Co., Hagerstown, *297*, 9/26/18, the parties agreed as to the composition and election of the committees.

A number of awards provided for a permanent committee of two members from each side to deal with questions of hours and overtime,

American Locomotive Co., Schenectady, *61*, 10/9/18; Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4 a*, 10/11/18; Saginaw Machinists, *147*, 10/25/18; Standard Wheel Co., *176*, 10/25/18; Molders, Ridgway, *349*, 12/20/18; Molders, Williamsport, *355*, 12/20/18. The parties in American Locomotive Co., Schenectady, subsequently agreed upon a substitute for the award which omitted this provision.

of classification,

Power to change minimum wages for classes as established in the award and to establish new rates for additional classes, subject to the general principles laid down in the award: Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18. Classification of machinists: B. F. Sturtevant Co., *393*, 1/30/19.

or of wages and working conditions,

Recommendation in Smith, Drum & Co., *641*, 1/15/19, the decisions of three members to be binding, but nothing said as to course if three members should not agree.

the decision of three members to be binding: in case of a tie vote the decision of the examiner to be binding, except that from his decision an appeal might be made to the board.

Pending action by the board the decision of the examiner was to remain in force.

In the Wheeling Molders case

37 b, 9/16/18.

the umpire decided that a committee of two members from each side should be created to deal with overtime work, and that overtime should not be worked without the consent of at least three members of that committee. In the Newsprint Paper case

35, 6/27/18. See also *35 sup.*, 7/26/18, *sup.*, 1/28/19.

committees of five members from each side were directed to endeavor to reach an agreement upon several problems: in other respects the conditions in force on a named date were to remain in force unless changed by mutual consent of the committees.

In several cases it was decided that the examiner should provide for minority representation wherever practicable;

General Electric Co., Pittsfield, *19*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18; Smith & Wesson, *273*, 8/21/18.

and in two cases it was decided that at least one woman should be on the shop committee.

Standard Wheel Co., *176*, 10/25/18; B. F. Sturtevant Co., *393*, 1/30/19.

While the committees are usually representative of the several departments of a plant,

See Hayes Pump & Planter Co., *693*, 2/12/19; Machine companies of Columbus, Ohio, *502*, 4/10/19; Rome, N. Y., cases, *941*, 4/10/19; Steacy-Schmidt Manufacturing Co., *454*, 4/10/19; Lancaster, Pa., cases, *873*, 4/11/19; Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18.

the awards do not uniformly require the observance of this practice.

See Omaha & Council Bluffs Street Railway Co., *154 sup.*, 1/3/19; Decker & Sons, *235*, 2/12/19; Madison Machinists, *195*, 2/18/19; Machinists, Hamilton, Ohio, *978*, 4/10/19.

AWARDS AS TO ELECTIONS.

In several cases

General Electric Co., Pittsfield, *19*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18; Smith & Wesson, *273*, 8/21/18.

the board provided for the holding of the election of department committees by the workers in some convenient public building in the neighborhood of the plant, to be selected by the examiner in charge or, in case of his absence, by some impartial resident of the town to be selected by the examiner, and provided that the examiner or his substitute should conduct the election. In a later award

Saginaw Machinists, *147*, 10/25/18.

it provided for the holding of the election "in the place where the largest total vote of the men can be secured consistent with fairness of count and full and free expression of choice, either in the shop or some convenient public building as the parties themselves shall agree upon." And in the Corn Products Refining Co. decision

130, 11/21/18.

it declared that the committees should be "elected by secret ballot in such manner and place and under such conditions as the employees may determine, without influence or interference by the company or any of its superintendents or foremen."

The award in B. F. Sturtevant Co.

393, 1/30/19.

provided that the election should be by secret ballot "with all men and women machinists eligible to vote."

In Midvale Steel & Ordnance Co.

129, 2/11/19.

the board decided that an examiner should be sent to the plant in order to ascertain whether the existing shop committees had been fairly elected and whether the existing system of collective bargaining provided proper means for amendment in case the employees desired to make changes in the system, and the board provided for a reelection or the making of changes in the system if either or both courses should appear to be necessary.

ELECTION PLAN OUTLINED BY THE JOINT CHAIRMEN.

On October 4, 1918, the joint chairmen approved a plan for the election of shop committees which provided for the selection of one committeeman for each 100 employees in each department or section of the shop, for the nomination of candidates, for the holding of elections in the shop or some convenient public building as the chief examiner shall decide, the election to be conducted under the supervision of the examiner in charge, who is to select as assistants two or more employees of the department or section for which the election is held, and who is to be further assisted by some employee, selected by the employer, who is qualified to identify the voters as bona fide employees. The election is to be held by secret ballot, and the foremen and other officials of the company are to absent themselves from the election. After the first election the procedure may be changed by agreement between the employer and the committee. Provision is to be made for reports by the shop committees from time to time to their respective constituencies.

MODIFICATION IN ADMINISTRATION OF AWARDS.

It must be noted, however, that this plan was not followed literally in all of the subsequent awards,

See citations in section on Awards as to the Composition of the Committees (p. 58).

that it does not apply to all types of committees, and that in the administration of the awards the plan has usually been modified to meet the conditions in the particular cases, sometimes by agreement between the parties and sometimes, when the parties failed to agree, by the decision of the administrator in charge, with the approval of the chief administrator. These agreements or decisions usually have provided for the selection of three committeemen to a department, even where a department was composed of only a small number of men; but at other times it has been found desirable to combine several departments under one representation.

In the administration of the Bethlehem decision the instructions from the chief administrator to the examiner in charge call for the selection by the department or craft committees of executive committees of from three to five men in order to obviate the unwieldy character which committees of much greater size would exhibit, and the members of the several executive committees in turn unite to form the central works committee. The entire membership of the shop committees, however, participates in the selection of the representatives of the employees on the local board of mediation and conciliation.

DUTIES OF COMMITTEES.

The subject matters with which the committees have been called upon to deal have varied widely. In one case a joint committee was directed to try to establish uniform classifications, working conditions, and wage schedules throughout the industry.

Newsprint Paper, 35, 6/27/18. See also Saginaw Machinists, 147, 10/25/18.

In other cases committees were directed to deal with the employment of men on work outside their trade,

Sinclair Refining Co., *395*, 11/20/18.

with discharges without sufficient cause,

Sinclair Refining Co., *395*, 11/20/18; Winslow Bros. Co., *533*, 3/5/19; Williamsport Wire Rope Co., *818*, 3/5/19; Otis Steel Co., *881*, 3/5/19; Sterling Machine & Stamping Co., *575*, 3/12/19; Rhode Island Textile Workers, *275*, 3/13/19; Rhode Island Branch, National Metal Trades Assn., *189*, 3/26/19; Matthews Engineering Co., *542*, *542 a*, 3/27/19; Western Chemical Co., *1042*, 4/10/19; Boiler makers, Akron, Ohio, *826 a*, 4/11/19. See also Hinde & Dauch Paper Co., *576*, 4/11/19; New York Airbrake Co., *499 b*, 5/1/19.

with wage scales,

Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; General Electric Co., Lynn, *231*, 10/24/18; Standard Wheel Co., *176*, 10/25/18; National Car Coupler Co., *328*, 11/19/18; umpire's award in Chambersburg cases, *371*, 3/11/19; Boiler makers, Akron, Ohio, *826 a*, 4/11/19. See also recommendations in Connersville Blower Co., *243*, 11/21/18; Bethlehem Steel Co., North Lebanon Plant, *401*, 1/15/19; Eastern Steel Co., *418*, 1/15/19; Imperial Electric Co., *520*, 1/15/19; Smith, Drum & Co., *641*, 1/15/19; Columbia Metal Box Co., *772*, 1/15/19; Athenia Steel & Wire Co., *721*, 3/5/19; Northwestern Leather Co., *918*, 3/5/19; McDonough Packing Co., *81 a*, 3/26/19; Wink Packing Co., *81 b*, 3/26/19; E. Godel & Sons, *81 c*, 3/26/19; Midwest Engine Co., *562 a*, 3/26/19; Vim Motor Co., *853*, 4/9/19; Tennessee Copper Co., *1028*, 4/10/19; Hinde & Dauch Paper Co., *576*, 4/11/19.

"Shall meet with the management to establish such classifications and minimum rates of pay as may seem to them necessary:" Saginaw Machinists, *147*, 10/25/18.

The joint committee "may from time to time change the minimum rates for the classes hereby established, and may provide new rates for additional classes," subject to the general principles laid down in the award: Umpire's award in Worthington Pump & Machinery Corp., Cudahy, *163*, 12/20/18.

"For the purpose of ascertaining the recognized prevailing wage scales in the cities named in this award an administrator shall be designated by the secretary, who, together with one representative of the employees and one of the company, shall determine such scales:" Corn Products Refining Co., *130*, 11/21/18.

The management and shop committee should consider the question of inequality of rates among those in the same class in the same plant: recommendations in Minneapolis Gas Light Co., *473*, 4/11/19, and in Minnesota Flour Mills, *482*, 4/11/19.

"If any differences still exist between the employees and the company on the question of wages, an effort be made to adjust them through a committee of the employees, properly constituted by them, and a committee representing the company, and should that fail, that a local arbitrator be selected by the parties, if possible, to adjust these differences:" Recommendation in Detroit Forging Co., *365*, 3/6/19. See also J. B. Stine, *521*, 4/9/19.

with wages and other conditions of employment,

Bethlehem Steel Co., *22*, 7/11/18; Smith & Wesson, *273*, 8/21/18. See also Coopers, Chicago, Ill., *696*, 3/4/19; Blake-Knowles Pump Works, *642*, 4/9/19; Northern Cooperage Co., *981*, 4/29/19; Standard Conveyor Co., *990*, 4/29/19.

including provisions for the health, comfort, and working efficiency of the employees,

St. Louis Coffin Co., *258*, 10/9/18.

Permanent joint safety committee to consider improvement in sanitary and safety conditions; recommendation in Tennessee Copper Co., *1028*, 4/10/19.

with wages, hours, working and sanitary conditions, and all other matters affecting the interests of the employees,

Uniform recommendation in American Sheet & Tin Plate Co., *232*, 1/15/19; Bedford Stone Club, *397*, 1/15/19; Standard Steel Car Co., *914*, *914a*, 1/15/19; Spang & Co., *915*, 3/4/19, *915 a*, 3/11/19.

Wages, hours, and working conditions: Corn Products Refining Co., *130*, 11/21/18. See also Pattern makers, Columbus, Ohio, *670*, *671*, 3/26/19; Richmond, Ind., cases, *643*, 4/10/19; Benjamin Iron & Steel Co., *724*, 4/10/19; Rome, N. Y., cases, *941*, 4/10/19; Donnelley & Sons Co., *778*, 4/30/19; New York Airbrake Co., *499 b*, 5/1/19.

Wages and other working conditions: Reading, Pa., cases, *522*, 3/4/19; Coopers, Chicago, Ill., *696*, 3/4/19; San Diego Electric Railway Co., *452*, 4/10/19.

with hours and overtime,

Wheeling Molders' case, *37 b*, 9/16/18; American Locomotive Co., Schenectady, *61*, 10/9/18; Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4 a*, 10/11/18; Saginaw Machinists, *147*, 10/25/18; Standard Wheel Co., *176*, 10/25/18; American Locomotive Works, Paterson, *338*, 11/20/18; Connersville Blower Co., *243*, 11/21/18; Benjamin Iron & Steel Co., *724*, 4/10/19. See also Westfield Manufacturing Co., *968*, 4/11/19; Otis Steel Co., *881 a*, 3/5/19; Midwest Engine Co., *562 a*, 3/26/19; Vim Motor Co., *853*, 4/9/19; Machine companies of Columbus, Ohio, *502*, 4/10/19; Hinde & Dauch Paper Co., *576*, 4/11/19; Northern Cooperage Co., *981*, 4/29/19.

with holidays,

Bethlehem Steel Co., *22*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18.

and weekly work periods,

Bethlehem Steel Co., *22*, 7/31/18. See also Metal Trades of Denver, *178*, 10/25/18.

with piecework rates,

Bethlehem Steel Co., *22*, 7/31/18; St. Louis Car Co. *4 a*, 10/11/18.

Piecework practices and rates; Corn Products Refining Co., *130*, 11/21/18; Athenia Steel & Wire Co., *721*, 3/5/19; Walworth Manufacturing Co., *274*, 3/6/19.

with payment for special services,

Reading Iron Co., *416*. 11/19/18.

with payment of less than established minimum rates to persons physically incapacitated or to some beginners,

St. Louis Car Co., *4 a*, 10/11/18; Willys-Overland Co., *95*, 10/11/18; Reading Iron Co., *416*, 11/19/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

with the establishment of an apprentice system,

St. Louis Car Co., *4 a*, 10/11/18; St. Louis Coffin Co., *258*, 10/19/18. See also Chambersburg, Pa., cases, *371*, 3/11/19; Maryland Pressed Steel Co., *460 sup.*, 4/9/19; Donnelley & Sons Co., *778*, 4/30/19.

and with matters not settled in the award.

Bridgeport Munition Workers, *132*, 8/28/18, 9/4/18; cases in last note in section on Collective Bargaining; and also B. F. Sturtevant Co., *393*, 1/30/19; American Can Co., *694*, 2/11/19; Decker & Sons, *235*, 2/12/19; Parlin & Orendorff, *585*, 2/12/19; American Hide & Leather Co., *519*, *519 a*, 3/5/19; Winslow Bros. Co., *533*, 3/5/19; Athenia Steel & Wire Co., *721*, 3/5/19; Commercial Telegraphers' Union, *722*, *723*, 3/5/19; Williamsport Wire Rope Co., *818*, 3/5/19; Otis Steel Co., *881 a*, 3/5/19; Northwestern Leather Co., *918*, 3/5/19; Detroit Forging Co., *365*, 3/6/19; Sterling Machine & Stamping Co., *575*, 3/12/19; Rockford, Ill., cases,

801 to 815, 3/12/19; Wisconsin lumber cases, *1000 et seq.*, 3/12/19; Western Cold Storage Co., *80*, 3/26/19; McDonough Packing Co., *81 a*, 3/26/19; Wink Packing Co., *81 b*, 3/26/19; E. Godel & Sons, *81 c*, 3/26/19; International Braid Co., *827*, 4/9/19; Columbus, Ohio, cases, *502*, 4/10/19; Richmond. Ind., cases, *643*, 4/10/19; Rome, N. Y., cases, *941*, 4/10/19; Western Chemical Co., *1042*, 4/10/19; Lancaster, Pa., cases, *873 to 877*, 4/11/19.

EXISTING CONDITIONS.

In establishments where the union shop exists the same shall continue, and the union standards as to wages, hours of labor, and other conditions of employment shall be maintained.

UNION SHOP TO CONTINUE UNIONIZED.

The board has ruled that where a shop had been unionized before the establishment of the board the shop should continue unionized;

Gem Metal Products Corp., *591*, 12/17/18; Meat Cutters of East St. Louis, Ill., *829*, 3/4/19; recommendations in the following cases: Crown Cork & Seal Co., *830*, 2/11/19; American Research Glass Co.. *878*, 3/5/19; Merchant Shipbuilding Co., *882*, 4/10/19; Minnesota Manufacturing Assn., *497*, 4/11/19. See also Hastings & Schoen, *556*, 3/6/19. In Little Rock Laundries, *233*, 11/19/18, where there had been a closed-shop contract between the union and the employers up to May 1, 1918. but the employers did not want to have any further relations with the union, the board ordered that the form of that agreement should be the form of an agreement to be entered into between the same parties except in so far as they might mutually agree to modify it, although the award raised and equalized wages and dealt with sanitary conditions.

and that where an employer had recognized some unions and had not recognized others,

St. Louis Coffin Co., *258*, 11/19/18; Corn Products Refining Co., *130*, 11/21/18.

or where some of the employers who came within an award had unionized their plants and others had not done so,

Award, Machinists, Philadelphia, *400*, 12/20/18; Findings, Machinists, Philadelphia, *400*, 12/20/18.

the employers should continue to negotiate with union committees to the same extent as theretofore, although they were not obliged to further unionize their plants. It has even held that where building trade contractors had entered into contracts with the unions under which their employees were not obliged to work with nonunion men, a manufacturing company which knew or should have known of these conditions should not employ its own maintenance men upon construction work for it coincidentally with the contractors' men unless its maintenance men were members of the same unions and received the same wages.

Eastman Kodak Co.. *677*, 1/16/19. See also Omaha Building Trades Council, *972*, 2/12/19. Where, however, electrical employees of companies which had always maintained closed union shops proposed agreements with the companies which so classified patrolmen as to bind the companies to employ only journeymen linemen, whereas other special qualifications, such as ability to use snowshoes and traverse rough country, were equally important, the board refused to grant the proposed classification, but recommended that the companies grant the patrolmen union conditions and otherwise treat with them as organized employees: Montana Power Co., *583*, 2/13/19.

In other cases, without abrogating contracts between unions and employers, the board has under submission agreements made increases in wages.

Indianapolis Painters, *62*, 9/27/18; Pressmen's Union of Chicago, *105*, 9/27/18; Philadelphia Carpenters and Joiners, *315*, 11/19/18; Printers' League, N. Y., *446*, 11/19/18; Cincinnati Traction Co., *408*, 11/21/18; Pressmen's Union, N. Y., *446 a*, 12/6/18; Typographical Union, *446 b*, 12/6/18; Paper Cutters' Union, *446 c*, 12/6/18; Bindery Women's Union, *446 d*, 12/6/18; Paper Handlers' Union, *446 e*, 12/6/18; Press Feeders' Union, *446 f*, 12/6/18; N. Y. Photo Engravers' Union, *892*, 3/12/19. See also Joplin & Pittsburg Railway Co., *23*, 7/31/18; Detroit United Railway Co., *32*, 7/31/18; Pollak Steel Co., *102*, 8/21/18; Philadelphia Painters, *230*, 11/19/18; Wilkesbarre cases, *638*, 2/20/19; Rochester Founders, Inc., *474*, 3/6/19; Municipal Gas Co., *1041*, 4/30/19. Where, however, there were contracts between unions and employers, and the employers did not join in the submission, the board has said that it did not feel authorized to modify or annul existing contracts, but it has recommended that conferences be held between representatives of the employers and the unions involved for the adjustment of complaints in the manner provided for in the existing agreements: Commercial Telegraphers' Union, *722*, *723*, 3/5/19; Review Publishing Co., *1052*, 3/26/19. See also Roofers' Association of Philadelphia, *1051*, 4/29/19. In *1052* the board added, "We believe that due consideration should be given to the abnormal increase in the cost of living during the war period, which condition could not have been foreseen at the time of the making of a five-year contract."

In establishments where union and nonunion men and women now work together and the employer meets only with employees or representatives engaged in said establishments, the continuance of such conditions shall not be deemed a grievance. This declaration, however, is not intended in any manner to deny the right or discourage the practice of the formation of labor unions or the joining of the same by the workers in said establishments, as guaranteed in the last paragraph, nor to prevent the War Labor Board from urging or any umpire from granting, under the machinery herein provided, improvement of their situation in the matter of wages, hours of labor, or other conditions as shall be found desirable from time to time.

Established safeguards and regulations for the protection of the health and safety of workers shall not be relaxed.

REPRESENTATION OF WORKERS BY OUTSIDE AGENTS.

As a general rule an employer is not obliged to contract with a union or to deal with a representative of the employees who is not himself an employee unless the employer has been so acting before the submission of the controversy to the board.

St. Joseph Lead Co., *16*, 7/31/18; A. M. Byers Co., *134*, 9/13/18; Dayton Street Railway Co., *150*, 10/24/18; St. Louis Coffin Co., *258*, 11/19/18; Commonwealth Steel Co., *472*, 11/19/18; Machinists. Philadelphia, *400*, 12/20/18; Ohio Electric Railway Co., Lima Interurban Lines, *627*, Zanesville Lines, *627 a*, Springfield Interurban Lines, *627 b*, 1/15/19; umpire's award in Parsons Co., *831*, 4/9/19. See also Detroit United Railway Co., *32*, 7/31/18; Columbus Railway, Power & Light Co., *146*, 7/31/18; Estate Stove Co., *53*, 9/13/18; Columbus Railroad Co., *302*, 10/22/18; Georgia Railway & Power Co., *159*, 12/5/18; Savannah Electric Co., *748 sup.*, 1/28/19; Emerson-Brantingham Co., Batavia, Ill., *106*, 1/29/19; Western Drop Forge Co., *334*, 1/29/19; findings in Bridgeport Munition Workers, *132*, 8/28/18; Hastings & Schoen, *556*, 3/6/19; Spokane and Inland Empire Railroad Co., *503*, 3/27/19; Louisville & Northern Railway & Lighting Co., *555*, 4/10/19.

Umpire Lind decided, however, that under special circumstances the refusal to meet a chosen representative of the men who is not an employee may constitute a grievance.

Niles-Bement-Pond Co., Plainfield, N. J., *339*, 12/9/18.

In the case then before him the company had for years dealt with a business agent of the union. In December, 1916, a recently appointed manager refused to deal with that agent but some time afterwards granted an increase of wages which had been sought. The right of the men to be represented by an outsider, therefore, remained in abeyance so far as the men were concerned until May, 1918, when the company again refused to deal with that agent. In August, 1918, there was a strike of all but one of the men employed in the plant, which ended on submission to the board. The umpire held that under the circumstances of this case the refusal to deal with the business agent constituted a grievance. "In an establishment where the practice had been uniform one way or the other, it was quite natural for the board to lay down the rule that the continuance of such practice during the war should not constitute a grievance, but where, as in this case, there had been an apparently arbitrary change, such a change might well constitute a grievance."

> The company filed a protest to which the umpire made this reply: "As I read and understand the principles formulated by the board it is only in union shops that the board pledges itself to the maintenance of the conditions existing at the time the principles were adopted. In other shops, such as this, the board reserved full power and control of all the conditions in the shop. It only provided that the refusal of the employer to meet nonemployees as representatives of employees should not constitute a grievance. Whether the employees in this establishment could have predicated a grievance on the changed attitude of the corporation in this case is really beside the question, for that specific question was by the joint action of the employer and employees submitted to the board and to the umpire as one of the grievances to be passed upon."

RECOGNITION OF UNION.

The joint chairmen when acting as arbitrators in the Omaha and Council Bluffs Street Railway Co. case

154 sup., 1/3/19.

declared that while "the rules of the board permit an employer to insist that in the negotiations between him and his employees he may deal only with his employees, and only with representatives of his employees who are his employees," they do "not prevent his employees through the agency of any union to which they may belong to adopt any method prescribed by the union for the selection of a committee of employees to represent the union men in his employ. * * * The words 'recognition of the union' have had an artificial and an improper meaning given to them by employers. They have been too technical in their treatment of committees of their employees who have come to them to represent their union employees, when they have said to such a committee 'Do you represent the union' and 'if you do we decline to deal with you.' The question is not whether they represent the union. The question is whether they, being employees, represent other employees, and if that is the fact, their mere refusal to say that they do not represent the union, or their admission that they do, does not imply a contract dealing

with the union or any organization in the sense in which the War Labor Board understands the term. We think that due to the pride of the men in their union and organization, and the technical sensitiveness of the employer, many troubles have arisen that might have been completely avoided by a clear understanding of the view of the National War Labor Board in this regard."

And the board has declared that a company should give to its workers the privilege of dealing with their employers through properly accredited committees and that "the officials of the company should meet with these committees regardless of the fact that they may be elected at meetings of employees who are members of a union."

Recommendations in Louisville & Northern Railway & Lighting Co., *555*, 4/10/19; Los Angeles Railway Corporation, *753*, 4/10/19; Pacific Electric Railway Co., *214*, 4/9/19; San Diego Electric Railway Co., *452*, 4/10/19.

"In meeting committees of employees so elected the company does not necessarily recognize the union or deal with it as such. What they are dealing with is committees of employees and not with the union."

Pacific Electric Railway Co., *214*, 4/9/19; Los Angeles Railway Corporation, *753*, 4/10/19. In these cases the board referred with approval to language used by the joint chairmen as arbitrators in Omaha and Council Bluffs Street Railway Co., *154 sup.*, 1/3/19, quoted earlier in this section. See also San Diego Electric Railway Co., *452*, 4/11/19.

PROTECTING HEALTH AND SAFETY OF WORKERS.

In protecting the health and the safety of workers the board has ordered an electric company to furnish to the workers the necessary rubber appliances to protect them in case of high voltage and to furnish rubber coats and boots to the workers in inclement weather;

Northern Indiana Gas & Electric Co., *45*, 11/22/18.

it has ordered a steel company to furnish rubber clothing to the men when they were engaged in the work of sinking shaft or winze;

Wharton Steel Co., *798*, 3/14/19. See also Tennessee Copper Co., *1028*, 4/10/19; Sinclair Refining Co., *395*, 11/20/18.

it has declared that safety appliances conforming to recognized State and Federal standards should be maintained, and adequate sanitary and toilet facilities should be provided;

Standard Wheel Co., *176*, 10/25/18; National Car Coupler Co., *328*, 11/19/18; Molders, Williamsport, *355*, 12/20/18. See also Corn Products Refining Co., *130*, 11/21/18.

it has ordered that safe and proper sanitary conditions be established and maintained, and reasonable conveniences for the workers be provided;

Little Rock Laundries, *233*, 11/9/18. In Tennessee Copper Co., *1028*, 4/10/19, there appeared to be great need for improvement in the sanitary and safety conditions, so that the board recommended the establishment of a permanent joint safety committee to consider those conditions.

and it has not only decided that a sufficient number of sanitary drinking fountains, toilets, lockers and bathing facilities should be

installed in all departments and kept in a clean and sanitary condition,

National Refining Co., *97*, 8/28/18; Sinclair Refining Co., *395*, 11/20/18.

but it has ordered that sanitary drinking fountains be installed so that they could be packed with ice from May 15 to October 15 of each year,

National Refining Co., *97*, 8/28/18.

and that ventilators be installed and sufficient heat supplied in the shop in cold weather to make the shop a comfortable and healthful place in which to work.

Sinclair Refining Co., *395*, 11/20/18.

It has carefully provided as to the conditions which should prevail in camps and the charges which should be made for board and lodging.

Award in Intermountain Power Co., *440*, 11/22/18, provided that company should furnish board and lodging for one dollar per day, and that all meals should be served at camp.

In Montana Power Co., *583*, 2/13/19, the board allowed the practice of deducting one dollar per day from the pay of employees when fed and lodged by the company while away from their home station to continue. It said that the charge seemed moderate, and as the men introduced no evidence in support of their position their claim was denied.

In Spokane and Inland Empire Railroad Co., *503*, 3/27/19, the board decided that men detailed away from headquarters should receive their board and lodging over and above their regular pay, whether on repair or construction work. But it further provided that "Special construction gangs shall be governed as follows: $1.20 per day for each day's work shall be deducted by the company for board and lodging. Board shall be wholesome and sufficient and lodging sanitary. Camps shall be furnished with spring beds or cots, mattresses, pillows, sheets, blankets, pillow cases, and towels. The two latter shall be laundered at least once a week and blankets at least once every two weeks. Cook houses and dining houses shall be screened in fly season. The day shall be eight hours, camp to camp, four ways on the company's time, and all meals shall be eaten at the camp."

It has established lunch periods of twenty minutes,

For employees working underground: Wharton Steel Co., *798*, 3/14/19.

of thirty minutes,

Machinists, Hamilton, Ohio, *978*, 4/10/19. Thirty minutes with pay where there are three shifts daily: Corn Products Refining Co., *130*, 11/21/18.

of forty-five minutes,

Philadelphia Railways Co., *442*, 10/24/18.

and of one hour.

Intermountain Power Co., *440*, 11/22/18. One hour for dinner six days in the week and 30 minutes for supper on Saturday or the day before a holiday: Meat Cutters of East St. Louis, Ill., *829*, 3/4/19.

In two cases the time spent in traveling to and from the meal was to be on the company's time.

Intermountain Power Co., *440*, 11/22/18; Spokane and Inland Empire Railroad Co., *503*, 3/27/19.

Other questions as to working conditions have been left to negotiation between the workers and the management;

Newsprint Paper, *35*, 6/27/18; Bethlehem Steel Co., *22*, 7/31/18; Pollak Steel Co., *102*, 8/21/18; Smith & Wesson, *273*, 8/21/18; Standard

Wheel Co., *176*, 10/25/18; Little Rock Laundries, *233*, 11/9/18; St. Louis Coffin Co., *258*, 11/19/18; Worthington Pump & Machinery Corp., Cudahy, *163*, 12/20/18. "We recommend that the working conditions and sanitary conditions in the plant be taken up by the shop committee and the management, and that the regulations of the State of Colorado be conformed to:" Western Chemical Co., *1042*, 4/10/19.

in some instances allowing an appeal to the board in case of disagreement;

Smith & Wesson, *273*, 8/21/18; Standard Wheel Co., *176*, 10/25/18.

in other instances directing the examiner

Little Rock Laundries, *233*, 11/9/18.

or the workers

St. Louis Coffin Co., *258*, 11/19/18. See also recommendation in Parlin & Orendorff, *585*, 2/12/19. In Coopers, Chicago, Ill., *696*, 3/4/19, the board recommended that the matter of unsanitary conditions and unguarded machinery be brought to the attention of the State department of labor and the Public Health Office.

to appeal to the local authorities if proper sanitary conditions were not established.

On the other hand, where the board had granted increases in wages and pay for overtime, it refused to order that free meals be furnished to workers held after regular hours and that there be no penalization of workers in bad weather.

Northern Indiana Gas & Electric Co., *45*, 11/22/18.

WOMEN IN INDUSTRY.

If it shall become necessary to employ women on work ordinarily performed by men, they must be allowed equal pay for equal work and must not be allotted tasks disproportionate to their strength.

EQUAL PAY FOR EQUAL WORK.

The principle which has just been quoted has been restated by the board in a number of the awards.

Newsprint Paper, *35*, 6/27/18; General Electric Co., Pittsfield, *19*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18; General Electric Co., Schenectady, *127*, 7/31/18, *sup.*, 11/22/18; Bridgeport Munition Workers, *132*, 8/28/18; Rhode Island Co., *180*, 10/2/18; Boston Elevated Railway Co., *181*, 10/2/18; Willys-Overland Co., *95*, 10/11/18; Portland Railway, Light & Power Co., *72*, 10/24/18; Dayton Street Railway Co., *150*, 10/24/18; Kansas City Railways Co., *265*, 10/24/18; Standard Wheel Co., *176*, 10/25/18; Little Rock Laundries, *233*, 11/9/18; St. Louis Car Co., *4 a*, 11/11/18; St. Louis Coffin Co., *258*, 11/19/18; Detroit United Railway Co., *32 sup.*, 11/20/18; East St. Louis, Columbia & Waterloo Railway, *175*, 11/20/18; Cumberland County Power & Light Co., *432*, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., *448*, 11/20/18; Corn Products Refining Co., *130*, 11/21/18; Auburn and Syracuse Electric Railroad Co., *203*, 11/21/18; Syracuse Northern Electric Railway, *246*, 11/21/18; Rochester and Syracuse Railroad Co., *278*, 11/21/18; Empire State Railroad Corporation, *289*, 11/21/18; Cincinnati Traction Co., *408*, 11/21/18; Buffalo and Lake Erie Traction Co., *628*, 12/5/18; Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; Ohio Electric Railway Co., Lima Interurban Lines, *627*, Springfield Interurban Lines, *627 b*, Newark Lines, *627 c*, 1/15/19; Boston & Worcester Street Railway Co., *851*, 1/15/19; B. F. Sturtevant Co., *393*, 1/30/19; Midvale Steel & Ordnance Co., *129*, 2/11/19; Madison Machinists, *195*,

2/18/19; Meat Cutters, East St. Louis, Ill., *829*, 3/4/19; Walworth Manufacturing Co., *274*, 3/6/19; Chambersburg, Pa., cases, *371*, 3/11/19; Matthews Engineering Co., *542*, *542 a*, 3/27/19. See also New York Central Iron Works Co., Hagerstown, *297*, 9/26/18; Coopers, Chicago, Ill., *696 to 704*, 3/4/19; Midwest Engine Co., *562 a*, 3/26/19; Vim Motor Co., *853*, 4/9/19; Machine Companies of Columbus, Ohio, *502*, 4/10/19; Richmond, Ind., cases, *643*, 4/10/19; Western Chemical Co., *1042*, 4/10/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19.

In some of these cases the board has established lower minimum wages for women than were established for men;

General Electric Co., Pittsfield, *19*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18; Willys-Overland Co., *95*, 10/11/18; St. Louis Car Co., *4 a*, 11/11/18; Pittsfield Machine & Tool Co., *337*, 11/21/18; Matthews Engineering Co., *542*, *542 a*, 3/27/19. And see decisions on appeal from examiner in Boston Elevated Railway Co., *181*, 12/5/18.

but it did not thereby consent to the paying of lower wages to women than were paid to men for the same work.

The board has also decided that colored women should receive pay equal to that received by white women for equal work.

Little Rock Laundries, *233*, 11/9/18.

EMPLOYMENT OF WOMEN AS CONDUCTORS.

The employment of women as conductors was considered by the joint chairmen as arbitrators in July, 1918, in the Detroit United Railway Co. case.

32, 7/31/18.

While there was a closed-shop contract between the company and the union, the parties agreed that there should be no discrimination against women or colored men if the necessity for their employment should arise, this agreement was incorporated in the award, and under it a number of women were employed as conductors. After the signing of the armistice the union protested against the continued employment of the women upon the ground that their services were no longer necessary, and the controversy was brought before the joint chairmen as arbitrators.

Detroit United Railway Co., *444*, 1/18/19.

They pointed out that "This case does not involve the general question of the right of women to pursue, as a livelihood, any employment which they desire. It arises under closed-shop restrictions which, under our principles, during the war, we are required to maintain. The issue, therefore, is one of the interpretation of the contract and the determination of fact to which the contract applies." They found that it was not necessary for the company to employ any more women as conductors and that no more women, except those who had already qualified for employment, should be taken into its service.

"The further issue arises whether we should say to the company, under the contract and circumstances, that it is its duty to discharge the women now in its employ. We find no such express limitation upon the employment of women in the contract. And we feel that without such express provision equity and fair dealing toward the women who have prepared themselves for this employment, changed their residence in order to meet the requirements of the employment,

and who doubtless in many instances have come to be dependent on the income received from the employment, require us to hold that no such implication arises from the wording used and that the union must be content with the continued employment of the women" whose cases were under consideration.

In the Cleveland Railway Co. case,

491, 3/17/19.

where the company had recently discharged its women conductors although it could have found use for their services, the board approved the decision in the Detroit case and declared that on the basis of that decision the women should be reinstated. While the employment of women was limited by contract in the Detroit case, there was no such limitation in the Cleveland case.

HOURS OF LABOR.

The basic eight-hour day is recognized as applying in all cases in which existing law requires it. In all other cases the question of hours of labor shall be settled with due regard to governmental necessities and the welfare, health, and proper comfort of the workers.

I. INDUSTRIAL CASES.

NO GENERAL RULE ESTABLISHED.

While the board has announced that it had under consideration the matter of the determination of the proper working day,

> "The board hereby announces that it has under consideration the matter of the determination of the proper working day and that the decision here made may be subject to modification when and as the board comes to a determination in that regard:" Worthington Pump & Machinery Corporation, East Cambridge, *14*, 7/11/18; Waynesboro cases, *40*, 7/11/18. See also Poliak Steel Co., *102*, 8/21/18.

it has not yet established any rule as to hours which is of uniform application.

Upon several occasions differences of opinion in the board resulted in the submission of the question of hours to umpires. The umpires usually have awarded the basic eight-hour day, although one umpire awarded the actual eight-hour day and other umpires regarded it as desirable in most cases. There are two awards of longer basic days.

The board at one time rendered several decisions in favor of a basic 48-hour week with a guaranty of a minimum number of hours of employment and provision against excessive overtime. More frequently it has awarded the basic eight-hour day, either stating reasons applicable to the particular cases under consideration or refraining from any statement of reasons. In other cases it has decreed a nine-hour day, because the men had asked for it or because the parties had agreed upon it; it has refrained from changing the hours even where the men were working more than eight hours a day; and it has provided for collective bargaining between the parties and left the question of hours to collective bargaining. There are also a few exceptional cases which will be noted later.

EIGHT-HOUR DAY USUALLY AWARDED BY UMPIRES.

In several cases the board, being unable to reach a decision, committed the question to an umpire. The decision in these cases was usually in favor of the basic eight-hour day or in favor of the actual eight-hour day, although in two instances other awards were made.

Umpire Eidlitz awarded the eight-hour day, with such discussion and such provisions for overtime that it seems clear that the basic eight-hour day was intended.

Bridgeport Munition Workers, *132*, 8/28/18.

Umpire Clark awarded that there should be an actual eight-hour day, that overtime should not be worked except in case of an emergency, and that nothing should be held to be an emergency unless so declared by three votes on a joint board to consist of two members representing the employers and two members representing the employees.

Wheeling Molders, *37 b*, 9/16/18.

Umpire Ford was asked simply whether or not the machinists should be granted a basic eight-hour day with higher rates for overtime. He replied in the affirmative, but added that very few emergencies justified the practice of exceeding eight working hours, and urged adherence to the actual eight-hour day.

Wheeling Machinists, *37 a*, 10/30/18.

These three cases were the only ones involving hours of labor which were decided by umpires before the signing of the armistice. But umpires have been called upon to decide several such controversies since November 11.

In the case of the Iron Molders of Elizabeth, N. J.,

160, 12/17/18.

the hearing before Umpire Mack was on December 7 and the award was to be effective only until December 31. The award was expressly based solely upon conditions as they existed at that particular time. The umpire said that the demand for the eight-hour day was fully justified and that there was abundant reason to believe that in the long run a change in the actual working day from nine to eight hours would not lessen production, but that under the particular conditions existing at the time of the award he did not feel able to go further than to award the basic eight-hour day. He declared that the working of overtime should be regarded as an abnormal condition, but allowed such work if paid for at overtime rates.

Umpire Mack also decided the case of the Molders of Warren, Ohio.

437, 1/8/19.

At the hearing the men had asked for the actual, not the basic, eight-hour day. The umpire said, "If the award had been made at that time, this request might well have been granted, with proper provisions for overtime only in emergency, to be determined by the parties jointly. For the brief remaining period, such provisions are not essential."

Umpire McChord awarded the basic eight-hour day to the Machinists of Madison, Wis.,

195, 2/8/19.

and in the Chambersburg, Pa., cases.

371, 3/11/19.

Umpire Macy in the New York Harbor case

10, 2/25/19.

awarded the basic eight-hour day to some workers and the basic 48-hour week to other workers, while as to a third class of employees he decided that the hours should remain unchanged until after an investigation and a decision by a commission which was provided for in the award. In the case of the third class of men, he declared that it was possible that the peculiar nature of the work done by them required longer days from them than were required of other classes of workers; but, at the same time, he declared that men who were regularly employed for long days should receive a greater rate of compensation than would be the case if their days were shorter.

> "Some industries in their operation have inherent disadvantages, such as unusual danger to life and limb. In such industries it is recognized that the workers should be compensated for this risk. * * * Excessive hours are as dangerous to good citizenship as are noxious fumes to the health of the workers. There may be certain occupations in which the straight eight-hour day is inherently impossible; if so, the basic eight-hour day should be the standard and the pay for overtime regarded as a legitimate expense and a just charge to be borne by the public. It would seem, therefore, that the burden of proof that an eight-hour day is impossible in an industry lies on those who deny its practicability as well as upon those who request its installation. The workers in a dangerous occupation or in one requiring undue hours should not be compelled to carry the burden alone. * * * A wage scale with punitive overtime provisions can not be determined with justice to the workers or to the public without a real knowledge of the conditions of the industry, and the number of hours required to do the necessary tasks. There is nothing gained by limiting the working day without a punitive provision for overtime. On the other hand, in fixing the basic working day and scale it is necessary to know approximately whether overtime will be the exception or the rule. If it is known beforehand that overtime will of necessity be the normal condition, then the punitive provision for overtime is merely another method of securing a higher wage scale in compensation for excessive hours and loses its punitive purpose. Such a condition requires special regulations for overtime work. * * * Because 12 hours has been the custom is no reason why, with careful investigation of the facts, a lesser number of hours might not be discovered to be advantageous and desirable. Any industry that requires a working day of 10 and 12 hours must show affirmatively the necessity for the continuance of such hours. The commerce of the port of New York is too important to the city and nation to warrant any arbiter in hastily reducing the working day from 10 or 12 hours to 8 without having before him the full facts as to the probable result of such a change. As above stated, the necessary information is at present entirely lacking." The appointment of a commission was, therefore, recommended.

Umpire Willcox awarded a nine-hour work day to the molders of the Parsons Co., Newton, Iowa,

831, 4/9/19.

upon the ground that the eight-hour day appeared to be impracticable in the particular plan involved because it would cut down the number of pourings from four to three.

DECISIONS OF BOARD IN FAVOR OF 48-HOUR WEEK.

The board itself has awarded a 48-hour week in several cases, most of which were decided in October, 1918. It has said:

"The regular working time of each full week shall consist of 48 hours, divided into six daily periods of 8 hours. All time worked in excess of 8 hours within any one day, or 48 hours within any one full week, shall be considered overtime and shall be paid for at the rate of time and a half, but any time worked on Sundays or holidays shall be considered extra time and shall be paid for at the rate of double time.

"By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

"It is further provided that no worker shall be entitled to payment for overtime or extra time unless he shall work 48 hours in said full week (or 40 hours when a holiday intervenes), except in the case of illness, accident, misfortune, or other just and necessary cause."

Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4 a*, 10/11/18; Standard Wheel Co., *176*, 10/11/18; Saginaw Machinists, *147*, 10/25/18; Gem Metal Products Corp., *591*, 12/17/18; Walworth Manufacturing Co., *274*, 3/6/19; American Locomotive Co., Schenectady, *61*, 10/9/18, in the last of which, by agreement between the parties, all but the first two paragraphs were subsequently stricken out. The language quoted, with the exception of the last sentence, was used in B. F. Sturtevant Co., *393*, 1/30/19.

In each of these awards there are other provisions which guarantee a minimum number of hours of work each week to each worker who is employed on the first day of the week,

See section on Guarantee of Minimum Number of Hours (p. 84).

which guard against excessive overtime work,

See section on Provisions Against Excessive Overtime (p. 83).

and which establish a committee system for carrying the provisions as to hours into effect.

The board has also awarded a 48-hour week in other cases in which the right to overtime pay does not seem to be based upon the weekly record.

In Pressmen's Union of Chicago, *105*, 9/27/18, the board announced briefly that "The hours of night workers shall be 48 per week as at present." But in that case the pressmen's contract provided for eight hours' work with higher pay for overtime and the union was asking for a reduction from 48 to 45 hours a week for all night workers. The case, therefore, is not to be regarded as substituting a 48-hour week for an 8-hour day.

In American Locomotive Works, Paterson, *338*, 11/20/18, where the men wanted a Saturday half-holiday, the board awarded a 48-hour week, leaving the number of hours to be worked each day to the company and a committee representing the employees. The men who were asking for this award declared at the hearing that under it overtime should be paid for time worked beyond the daily schedule of hours.

In Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18, the board decided that "the number of working hours shall be the same as at present, namely 48 hours per week." But in that case there were basic days of 8 hours and 40 minutes for five days in the week and 4 hours and 40 minutes for Saturday, and overtime was paid for all time worked after this period each day.

In United Textile Workers, *1123*, 4/10/19, the controversy was simply as to the total number of hours to be worked per week. There was no intimation that overtime pay should be based on the weekly record.

DECISIONS OF BOARD IN FAVOR OF BASIC 8-HOUR DAY.

The board has made several awards and recommendations in favor of the basic eight-hour day. In the first of the awards the decision was based upon the urgent need of uninterrupted production in the plants of the company involved.

Worthington Pump & Machinery Corporation, East Cambridge, Mass., Buffalo, N. Y., *14*, 7/31/18.

In other cases, as pointed out in the awards, the decisions were based upon agreements between the employers and the employees,

Sinclair Refining Co., *395*, 12/12/18; Decker & Sons, *235*, 2/12/19; Portland Railway, Light & Power Co., *567*, 2/19/19; Wilkesbarre cases, *638*, 2/20/19. This was true of Corn Products Refining Co., *130*, 11/21/18, although not so stated in the award. See also Eastern Steel Co., *418*, 1/15/19; American Clay Machinery Co., *879*, 1/15/19; American and British Manufacturing Co., *594*, 2/12/19. In Matthews Engineering Co., *542*, 3/27/19, the board decided that the basic eight-hour day with five hours on Saturday, to which the parties had agreed, should be continued under the award; and in Patternmakers, Columbus, Ohio, *670*, *671*, 3/26/19, it recommended that the basic eight-hour day with four hours on Saturday, to which the parties had agreed, should be continued.

upon the custom of the plant,

Molders, Ridgeway, Pa., *349*, 12/20/18; recommendations in Crown Cork & Seal Co., *830*, 2/11/19; Blake-Knowles Pump Works, East Cambridge, Mass., *642*, 4/9/19; Tennessee Copper Co., *1028*, 4/10/19; J. A. McNulty, *261*, 4/11/19; Minneapolis Gas Light Co., *473*, 4/11/19; Minnesota Flour Mills, *482*, 4/11/19; St. Paul Foundry Co., *570*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19; Standard Conveyor Co., *990*, 4/29/19. It appears from the records that the awards in National Refining Co., *97*, 8/28/18; Midvale Steel & Ordnance Co., *129*, 2/11/19, also were based upon custom existing in those plants. The board declared in award in Machinists, Philadelphia, *400*, 12/20/18, and recommendations in Midwest Engine Co., *562 a*, 3/26/19; Vim Motor Co., *853*, 4/9/19, that existing hours should continue until changed by agreement. The eight-hour basic day seems to have been the rule in the plants involved in *400*, except that the night workers in one plant worked 12 hours 5 nights per week. In *562 a* the employees were on an eight-hour basic day. In *853* they worked 45 hours a week, with time and a half for overtime.

or upon the custom of similar plants in the localities in which the plants were situated.

Molders, Ridgway, Pa., *349*, 12/20/18; recommendations in Bethlehem Steel Co., Lebanon, *419*, 1/15/19; Lebanon Valley Iron Co., *420*, 1/15/19; Burden Iron & Steel Co., *421*, 1/15/19; Cohoes Rolling Mill Co., *422*, 1/15/19; Milton Manufacturing Co., *422 a*, 1/15/19; Pennsylvania Iron & Steel Co., *422 b*, 1/15/19; Carpenter Steel Co., *913*, 2/12/19. See also, under Custom of Localities, section on Hours and Working Conditions (p. 89).

In still other cases the awards themselves do not show the reasons for the decisions.

Coal Dock Operators, *201*, 10/24/18; National Car Coupler Co., *328*, 11/19/18; Reading Iron Co., *416*, 11/19/18; Intermountain Power Co., *440*, 11/28/18; A. H. Petersen Manufacturing Co., *320*, 3/14/19; Pollak Steel Co., *102 sup.*, 3/29/19. See also award by joint chairmen in arbitrators in Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18.

In a case involving a number of plants in which the employers and employees had agreed upon the eight-hour day, the board decided that the managers and workers in each plant might by mutual agreement so lengthen the daily working schedule as to permit of a Saturday half-holiday.

Metal Trades of Denver, *178*, 10/25/18. See also Molders, Ridgeway, Pa., *349*, 12/20/18; Wilkesbarre cases, *638*, 2/20/19.

OTHER AWARDS ON HOURS.

The controversy as to hours in the case of the Machinists of Hamilton, Ohio,

978, 4/10/19.

arose after the signing of the armistice. The men were working upon the basic eight-hour day, with the option of leaving work at the end of eight hours but with the schedules so arranged as to leave a two-hour interval between the day and night shifts, the company encouraging the men to work overtime. The employees demanded a 45-hour week of actual time, with the schedule so arranged that an evening shift should begin work as soon as the day shift had completed eight hours. The board ordered the establishment of the schedule which the men had demanded; but the award also contained provisions for overtime pay.

In Newsprint Paper,

35, 6/27/18.

while the board awarded the basic eight-hour day to all employees working inside the mills and to mechanics and repair men, it awarded a basic nine-hour day to all employees who worked regularly outside the mills. And in General Electric Co., Schenectady,

127, 7/31/18, award by joint chairmen as arbitrators, followed by board in General Electric Co., Lynn, *231*, 10/24/18.

where the women were working only 48½ hours per week and the men only 50 hours, the request for a 48-hour week was not granted because of the difficulty of adjusting the wage scale to such small changes in hours. When it was subsequently shown that the night shift at the Schenectady plant was working 55 hours per week, those hours were reduced to 50 per week.

127 sup., 11/22/18.

In other cases basic nine-hour days have been awarded when the men had asked for them,

Molders, Williamsport, *355*, 12/20/18. They had subsequently attempted to amend the joint submission into a submission of a claim for a basic eight-hour day, but the employers refused to consent to the amendment and the board therefore refused to consider any modification of the original claim. The award provides, "By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half-holiday on one day of each week."

or when both sides had agreed to such a day.

Nine hours six days in the week: New York Central Iron Works Co., Hagerstown, *297*, 9/26/18.

Nine hours for five days with a five-hour Saturday; St. Louis Coffin Co., *258*, 11/19/18; Baker Manufacturing Co., *335*, 2/19/19. In *335* night men were given 10 hours 5 nights per week.

In Coal Dealers, Lynn, *774*, 4/11/19, where the agreement between the dealers and the teamsters provided for a workday of nine hours except on Saturday, the umpire decided that teamsters should clean and harness horses on company time instead of being obliged to do it on their own time.

The board has also at times refrained from changing the hours even where the men were working more than eight hours per day;

In Waynesboro cases, *40*, 7/11/18, the men worked ten hours on five days, with a five-hour Saturday. They asked for nine hours the first five days, with five hours on Saturday. The board did not change the number of hours but announced that "it has under consideration the matter of the determination of the proper working-day and that the decision here made may be subject to modification when and as the board comes to a determination in that regard." The award provides, however, that in case of depression, hours should be reduced before men were laid off.

In Pollak Steel Co., *102*, 8/21/18, some of the day men were working ten hours, while the night men were working 12 hours five nights a week. The request was for an eight-hour day. The Section was unable to agree upon the question of hours and said that the workday which was in effect might be modified when the board reached a decision as to the proper length of the working-day. The board subsequently, *102 sup.*, 3/29/19, established the basic eight-hour day.

In Union Carbide Co., *174*, 1/15/19, the men asked for an eight-hour day. About 55 per cent of the employees were on 8-hour shifts and 45 per cent were on a 60-hour week, reduced to a 55-hour week by an attendance bonus which gave to the punctual employees a Saturday afternoon holiday with pay. The board decided that the hours of labor should "continue as at present" but that the attendance bonus might be discontinued. The employers had said that the 10-hour day was usual in the section.

In American Locomotive Co., Richmond, *739*, 1/29/19, the men sought a week of eight hours on five days and a five-hour Saturday. They were awarded nine hours on five days and a five-hour Saturday. The night force was to work eleven and a half hours five nights, with no work on Saturday. These hours were awarded because observed in a near-by plant of the same company.

In Baker Manufacturing Co., *335 a*, 2/19/19, where men who were working on a nine-hour day asked for an eight-hour day, the board decreed that "The hours shall remain as heretofore."

In Detroit Forging Co., *365*, 3/6/19, which was not a joint submission case, the men were working ten hours for five days and five hours on Saturday. They asked for a basic eight-hour day. The Section was unable to agree on the question of hours. Its report was approved by the board.

In Westfield Manufacturing Co., *968*, 4/11/19, which was jointly submitted after the signing of the armistice, the men asked for the basic eight-hour day. The company produced testimony that the hours of labor of its competitors throughout the country, and of the leading manufacturers of other articles in the same town, were not less than nine. The board denied the request for the basic eight-hour day, but recommended that the company confer with the committee of employees upon the daily schedule of hours.

and it has refused to award a 44-hour week

Painters, Philadelphia, *230*, 11/19/18. In Northern Indiana Gas & Electric Co., *45*, 11/22/18, where the men were working 8½ hours on five days and 4½ hours on Saturday and sought a 44-hour week, the board declined to change the hours.

except where it was in effect under an agreement.

This was the case of men engaged in outside work in Painters, Philadelphia, *230*, 11/19/18. See also Patternmakers, Columbus, Ohio, *670*, *671*, 3/26/19, where the basic eight-hour day with a four-hour Saturday was in effect under an agreement, and Matthews Engineering Co., *542*, 3/27/19, where the basic eight-hour day with a five-hour Saturday was in effect under an agreement.

The award in Corn Products Refining Co.,

130, 11/21/18.

however, provides that "Those operations which are continuous during the 24 hours shall be conducted by three shifts of eight hours each," and that "Where the operation is necessarily and generally carried on for seven days in the week, it is imperative that provision should be made for relief gangs so that the employees in such operations may be relieved from duty on some day of the week."

In Williamsport Wire Rope Co.,

818, 3/5/19.

where the men were working 57¾ hours per week and the night men 57½ hours, the board declared that the hours were excessive, that they retarded rather than enhanced the efficiency of the employees, and that they should be reduced.

In Meat Cutters of East St. Louis, Ill.,

829, 3/4/19.

the employees asked for nine hours on five days and eleven hours on Saturday and the day before a holiday, and the board granted this request, although it did not restrict the hours between which the work should be done as closely as the employees desired.

At other times the board has left the question of hours to committees representing the workers and the employers.

Under Right to Organize see section on Duties of Committees (p. 61). The board made this recommendation in Machine Companies of Columbus, Ohio, *502*, 4/10/19: the committees and the companies should arrange the question of hours upon a mutually satisfactory basis, but not over nine hours per day, arranging for a Saturday half-holiday if practicable; in cases where the shorter workday is now in effect the length of such workday should not be increased except with the full consent of the employees.

DESIGNATION OF HOURS OF WORK.

Some of the decisions designate the hours between which work shall be done;

Newsprint paper, *35*, 6/27/18; National Refining Co., *97*, 8/28/18; Meat Cutters of East St. Louis, Ill., *829*, 3/4/19; Machinists of Hamilton, Ohio, *978*, 4/10/19. See also Corn Products Refining Co., *130*, 11/21/18; Portland (Oreg.) Railway, Light and Power Co., *567*, 2/19/19. In Intermountain Power Co., *440*, 11/22/18, the award reads, "Eight hours, between the hours of 8 a. m. and 5 p. m., shall constitute a day's work. The men shall go to and from their work on their own time; provided however, that such time going to and from work shall not exceed one-half hour per day. One hour for dinner, between the hours of 12 m. and 1 p. m., shall be allowed, and time traveling to and from dinner shall be on the company's time."

and others make provision for a luncheon period.

See section on Protecting Health and Safety of Workers (p. 67) and also Intermountain Power Co., quoted in preceding note.

The board has also declared that by mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half-holiday on one day of each week.

American Locomotive Co., Schenectady, *61*, 10/9/18; Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis

Car Co., *4 a*, 10/11/18; Standard Wheel Co., *176*, 10/11/18; Saginaw Machinists, *147*, 10/25/18; Metal Trades of Denver, *178*, 10/25/18; American Locomotive Works, Paterson, *338*, 11/20/18; Gem Metal Products Corp., *591*, 12/17/18; Molders, Ridgway, *349*, 12/20/18; Molders, Williamsport, *355*, 12/20/18; B. F. Sturtevant Co., *393*, 1/30/19; Wharton Steel Co., *798*, 3/14/19.

SUNDAYS AND HOLIDAYS.

Several awards declare that the holidays shall be those which are recognized by State law;

Waynesboro cases. *40*, 7/11/18; Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; Madison Machinists, *195*, 2/18/19; A. H. Petersen Manufacturing Co., *320*, 3/14/19.

other awards, with or without agreement between the parties, designate the days which shall be treated as holidays:

Four days named: the holidays may be changed by mutual consent of employer and employees in each mill; 36 hours allowed for Christmas holiday only: Newsprint Paper, *35*, 6/27/18; eight days named: National Refining Co., *97*, 8/28/18; seven days and Sundays: Sinclair Refining Co., *395*, 11/20/18; six days: Corn Products Refining Co., *130*, 11/21/18; Molders, Williamsport, *355*, 12/20/18; Decker & Sons, *235*, 2/12/19; five days: umpire's award in New York Harbor case, *10*, 2/25/19. The following awards were declared to be by agreement between the parties: eight days: New York Central Iron Works Co., Hagerstown, *297*, 9/26/18; six days: St. Louis Car Co., *4 a*, 10/11/18.

while still other awards leave the question to committees representing the management and the workers.

Bethlehem Steel Co., *22*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18.

In the Corn Products case

130, 11/21/18.

it is provided that "There shall be no work on Labor Day with the exception of the fire protection force required by law and double time shall be paid that force."

In the case of the National Refining Co.

97, 8/28/18.

the board decided that "Men engaged for regular shift work which the necessities of the industry require to be done seven days per week shall receive overtime pay only for hours worked in excess of eight hours, that is, for these men, Sundays and holidays shall be considered as regular working days so far as overtime is concerned." But it will be remembered that in the Corn Products award,

130, 11/21/18; on this portion of the award the parties were in accord.

which was handed down three months later, the board declared that "Where the operation is necessarily and generally carried on for seven days in the week, it is imperative that provision should be made for relief gangs so that the employees in such operations may be relieved from duty on some day of the week." That award provided that "in continuous operations double time shall not apply to Sunday work where one day off is given in seven." To the same effect was the award in Reading Iron Co.,

416, 11/19/18.

followed by recommendations in a number of other cases,

Bethlehem Steel Co., Lebanon, *419*, 1/15/19; Lebanon Valley Iron Co., *420*, 1/15/19; Burden Iron & Steel Co., *421*, 1/15/19; Cohoes Rolling Mill Co., *422*, 1/15/19; Milton Manufacturing Co., *422 a*, 1/15/19; Pennsylvania Iron & Steel Co., *422 b*, 1/15/19. See also recommendation in Tennessee Copper Co., *1028*, 4/10/19.

that "the double time for Sunday work will not apply to blast furnaces nor in continuous operations where the employees have one day off in seven." And in Decker & Sons,

235, 2/12/19.

while the board awarded double time for Sunday work, it declared that "Where the operation is necessarily and generally carried on for seven days of the week, provision may be made by relief gangs or otherwise, so that the employees in such operations may be relieved from duty on some day of the week, and in case of such relief on any other day of the week, double time shall not be allowed for work on Sunday of such week."

See also umpire's award in New York Harbor case, *10*, 2/25/19; recommendations in Carpenter Steel Co., *913*, 2/12/19; and Athenia Steel & Wire Co., *721*, 3/5/19; and agreement in Portland Railway, Light & Power Co., *567*, 2/19/19.

On the other hand, in Wharton Steel Co.

798, 3/14/19.

after declaring that at the furnace 8 hours in any one 24-hour period, including Sundays, should constitute a day's work, the award simply recommended that when labor was available in sufficient quantities arrangements should be made so that each man might have one day in seven for rest.

PAYMENT FOR OVERTIME.

The board does not follow an invariable rule in fixing the payment for overtime work, although the decisions are fairly uniform. While it has often decided that time and a half should be paid for all overtime,

Newsprint Paper, *35*, 6/27/18; Waynesboro cases, *40*, 7/11/18; General Electric Co., Pittsfield, *19*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18; Wheeling Molders, *37b*, 9/16/18; American Locomotive Co., Schenectady, *61*, 10/9/18; Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4a*, 10/11/18; Standard Wheel Co., *176*, 10/11/18; Coal Dock Operators, *201*, 10/24/18; Saginaw Machinists, *147*, 10/25/18; Wheeling Machinists, *37a*, 10/30/18; St. Louis Coffin Co., *258*, 11/19/18; National Car Coupler Co., *328*, 11/19/18; Reading Iron Co., *416*, 11/19/18; General Electric Co., Schenectady, *127 sup.*, 11/22/18; Intermountain Power Co., *440*, 11/22/18; Iron Molders, Elizabeth, *160*, 12/17/18; Gem Metal Products Corporation, *591*, 12/17/18; Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; Molders, Ridgway, *349*, 12/20/18; Molders, Williamsport, *355*, 12/20/18; Molders, Warren, Ohio, *437*, 1/8/19; Midvale Steel & Ordnance Co., *129*, 2/11/19; Madison Machinists, *195*, 2/18/19; Baker Manufacturing Co., *335*, *335a*, 2/19/19; Wilkesbarre, Pa., cases, *638*, 2/20/19; umpire's award in New York Harbor case, *10*, 2/25/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; A. H. Petersen Manufacturing Co., *320*, 3/14/19; Chicago Brush Manufacturing Co., *754*, 3/26/19; Pollak Steel Co., *102 sup.*, 3/29/19; Machinists, Hamilton, Ohio, *978*, 4/10/19; Westfield Manufacturing Co.,

968, 4/11/19. See also Wharton Steel Co., *798*, 3/14/19; Matthews Engineering Co., *542*, 3/27/19; Sinclair Refining Co., *395*, 11/20/18; Emerson-Brantingham Co., Batavia, Ill., *106*, 1/29/19; Crown Cork & Seal Co., *830*, 2/11/19; American & British Manufacturing Co., *594*, 2/12/19; Carpenter Steel Co., *913*, 2/12/19; Detroit Forging Co., *365*, 3/6/19; Maryland Pressed Steel Car Co., *460*, 4/9/19; Machine companies of Columbus, Ohio, *502*, 4/10/19; Rome, N. Y., cases, *941*, 4/10/19; Tennessee Copper Co., *1028*, 4/10/19; Western Chemical Co., *1042*, 4/10/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; J. A. McNulty, *261*, 4/11/19; Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; Minnesota Flour Mills, *482*, 4/11/19; St. Paul Foundry Co., *570*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19; Lancaster, Pa., cases, *873 to 877*, 4/11/19; Northern Cooperage Co., *981*, 4/29/19; and recommendations in Nos. *419*, *420*, *421*, *422*, *422a*, *422b*, rolling-mill cases decided 1/15/19.

In several cases the board has made this recommendation as to retroactive pay: "If the companies received payment at the rate of time and one-half for overtime worked beyond eight hours per day for work done by them either directly or indirectly for the Government or for private parties, they should in fairness to their employees, compensate said employees on the same basis for the period during which the companies received such overtime payment for their work;" Columbus, Ohio, cases, *502*, 4/10/19; Rome, N. Y., cases, *941*, 4/10/19; Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; Lancaster, Pa., cases, *873*, 4/11/19.

with double time for work on Sundays and holidays,

Waynesboro cases, *40*, 7/11/18; Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18; St. Joseph Lead Co., *16*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18; Wheeling Molders, *37b*, 9/16/18; American Locomotive Co., Schenectady, *61*, 10/9/18; Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4 a*, 10/11/18; Standard Wheel Co., *176*, 10/11/18; Coal Dock Operators, *201*, 10/24/18; Saginaw Machinists, *147*, 10/25/18; Wheeling Machinists, *37a*, 10/30/18; St. Louis Coffin Co., *258*, 11/19/18; National Car Coupler Co., *328*, 11/19/18; Reading Iron Co., *416*, 11/19/18; Intermountain Power Co., *440*, 11/12/18; Iron Molders, Elizabeth, *160*, 12/17/18; Gem Metal Products Corporation, *591*, 12/17/18; Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; Molders, Ridgway, *349*, 12/20/18; Molders, Williamsport, *355*, 12/20/18; Molders, Warren, Ohio, *437*, 1/8/19; Midvale Steel & Ordnance Co., *129*, 2/11/19; Decker & Sons, *235*, 2/12/19; Madison Machinists, *195*, 2/18/19; Baker Manufacturing Co., *335*, 2/19/19; Wilkesbarre, Pa., cases, *638*, 2/20/19; A. H. Petersen Manufacturing Co., *320*, 3/14/19; Pollak Steel Co., *102 sup.*, 3/29/19; Machinists, Hamilton, Ohio, *978*, 4/10/19; Westfield Manufacturing Co., *968*, 4/11/19. See also umpire's award in New York Harbor case, *10*, 2/25/19; Sinclair Refining Co., *395*, 11/20/18; Emerson-Brantingham Co., Batavia, Ill., *106*, 1/29/19; Crown Cork & Seal Co., *830*, 2/11/19; American & British Manufacturing Co., *594*, 2/12/19; Carpenter Steel Co., *913*, 2/12/19; Baker Manufacturing Co., *335 a*, 2/19/19; Avis Manufacturing Co., *614*, 3/5/19; Detroit Forging Co., *365*, 3/6/19; Maryland Pressed Steel Car Co., *460*, 4/9/19; Machine Companies of Columbus, Ohio, *502*, 4/10/19; Rome, N. Y., cases, *941*, 4/10/19; Tennessee Copper Co., *1028*, 4/10/19; Western Chemical Co., *1042*, 4/10/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; J. A. McNulty, *261*, 4/11/19; Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; Minnesota Flour Mills, *482*, 4/11/19; St. Paul Foundry Co., *570*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19; Lancaster, Pa., cases, *873 to 877*, 4/11/19; Northern Cooperage Co., *981*, 4/29/19; and recommendations in Nos. *419*, *420*, *421*, *422*, *422a*, *422b*, rolling-mill cases, decided 1/15/19. Compare Athenia Steel & Wire Co., *721*, 3/5/19.

it has also awarded double time for work on Saturday afternoons,

St. Louis Coffin Co., *258*, 11/19/18. See also recommendation as to carpenters in Building Trades of San Antonio, Tex., *216*, 1/30/19.

and for some work late at night by those who are not night-shift men.

In National Refining Co., *97*, 8/28/18, it provided that "For each call to fight fire at night the workers shall be paid for two and a half hours at least, at double time."

In American and British Manufacturing Co., *594*, 2/12/19, which was not a joint submission case, the parties agreed at the hearing that double time should be paid for work after midnight by men who had prior thereto worked eight hours, and the recommendation of the board included this provision.

In Montana Power Co., *583*, 2/13/19, the board decided that "Overtime shall be paid to all employees under this agreement, except such employees for whom overtime conditions have already been specified, as follows: All overtime in excess of the regular working hours shall be paid for at the rate of one and one-half time straight time, except time after 10 p. m. until returned to shop, or camp, or temporary quarters, at the company's option, after release from work, which time shall be paid for at the rate of double time. Excepting also as to both of the above provisions, cases of swing shift or regular shift, established as regular working hours. In which case the rates for regular working hours shall apply, and the same rules for overtime shall apply in computing overtime. It is further provided that on night calls, employees called prior to 10 p. m. shall receive time and one-half until 10 p. m. and double time after 10 p. m. until released from work, as provided above. Employees called between the hours of 10 p. m. and 3 a. m. shall receive double time until released from work as provided above. Employees called between the hours of 3 a. m. and 8 a. m. shall receive double time until 8 a. m., at which time it shall be construed that a regular shift is begun at straight time. Employees called between 10 p. m. and 6 a. m. shall receive not less than one-half day's regular pay."

In Spokane & Inland Empire Railroad Co., *503*, 3/27/19, the board decided relative to the pay of men subject to call from 5 p. m. to 8 a. m., "The willingness of the company to pay these men eight hours straight time, including Sundays and for additional holidays, and in addition time and a half for all time worked between 5 p. m. and 12 midnight, and double time for all time worked between midnight and 8 a. m., we think is a reasonable agreement, and we make no recommendation in regard to any alteration thereof."

In Sloss-Sheffield Steel & Iron Co.

12, 7/31/18. See also Decker & Sons, *235*, 2/12/19.

the joint chairmen as arbitrators awarded time and a quarter for work between eight and ten hours and time and a half for work over ten hours; but in another case which was decided by them on the same day

St. Joseph Lead Co., *16*, 7/31/18.

they awarded time and a half for work between eight and ten hours and double time for work after ten hours. A later case

Corn Products Refining Co., *130*, 11/21/18.

establishes time and a half for overtime after 8 hours and double time after 12 hours. The provision in the Hagerstown case

New York Central Iron Works Co., *297*, 9/26/18.

that time and a half should be paid for work on holidays was due to an agreement between the parties.

A number of decisions on payment for Sunday work where the nature of the industry places the work on an exceptional basis are stated in the preceding section. A somewhat similar problem is dealt with in the Newsprint Paper award

35, 6/27/18.

which decides that "Whenever tour workers are required to work overtime for more than two weeks to fill a vacancy, all overtime over

two weeks shall be paid for at double-time rates. If, however, the employer is unable to fill such vacancy, he may apply to the union to furnish a suitable man to fill same, and if the union is unable to furnish the required man the employer shall be required to pay only at the rate of time and a half until the vacancy is filled."

In Wharton Steel Co.,

798, 3/14/19.

while the basic eight-hour day was the general rule, train crews were given nine-hour days without a higher rate for overtime.

> "The working hours for train crews shall be 9 hours per day. Should their work be completed at any time between the last half-hour point and the full 9 hours working time, the crew shall have the privilege of going home. Should the crew be required to remain 30 minutes or less beyond the end of their ninth working hour to complete the work, no extra time shall be granted, but in case more than 30 minutes in excess of 9 hours are required to do the work, overtime shall be granted at the flat hour basis. The superintendent, or his representative, shall be the judge as to when the work for the day is completed. Where it is necessary to operate the railroad for 24 hours daily, the regular 8-hour shifts shall be in operation."

For other workers, except on change of shift, overtime was to be paid for at the rate of time and a half. This rate was to be paid for work on Sundays and holidays, except work which was necessarily performed on those days.

> "All time worked in excess of the regular shifts hereinabove provided, in any consecutive 24 hours, except changing of shifts (and work of train crews), shall be regarded as overtime, to be paid for at the rate of time and one-half, work done on Sundays and holidays included, except that work regarded as necessary, such as pumping, firing, and power-house engineering."
>
> "The furnaces are necessarily operated continuously, 24 hours per day, when operated at all. At the furnaces 8 hours in any one 24-hour period, including Sundays, shall constitute a day's work, but it is recommended that when labor is available in sufficient quantities, arrangements should be made so that each man may have one day in seven for rest."

The board has awarded the payment of overtime rates for traveling during overtime hours;

> National Refining Co., *97*, 8/28/18. See also Sinclair Refining Co., *395*, 11/20/18. Compare Intermountain Power Co., *440*, 11/22/18.

and has decided that in calculating the overtime rate for piecework the piece rate, and not the day rate, is to be used as a basis, if this course is feasible.

> General Electric Co., Schenectady, *127*, 7/31/18. This award adds, "*Provided*, That this change from former practice shall be found by the supervising examiner to be impracticable or subject to abuse, he may direct a return to former practice and fix adequate proportionate day rates upon which all overtime shall be calculated." On overtime for piecework see also Bethlehem Steel Co., *22*, 7/31/18.

PROVISIONS AGAINST EXCESSIVE OVERTIME.

Those awards which establish 48-hour weeks provide, however, that "Excessive overtime shall not be exacted or permitted; and, in order that the same may be kept within reasonable limits, it is hereby decreed that where, in any one day, more than two hours' overtime in

excess of eight hours is required, then, for that day, overtime shall be paid without regard to whether or not the worker shall, during that week, have worked the weekly schedule provided for."

Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4 a*, 10/11/18; Standard Wheel Co., *176*, 10/11/18; Gem Metal Products Corp., *591*, 12/17/18; Saginaw Machinists, *147*, 10/25/18; B. F. Sturtevant Co., *393*, 1/30/19; Walworth Manufacturing Co., *274*, 3/6/19; American Locomotive Co., Schenectady, *61*, 10/9/18, in the last of which this paragraph was subsequently stricken out by agreement of the parties.

GUARANTEE OF MINIMUM NUMBER OF HOURS.

The awards which establish 48-hour weeks also declare that "The employer shall guarantee to each worker who shall be employed on the first day of any week the opportunity to work at least 44 hours in such week, or 36 hours where a holiday intervenes, exclusive of overtime or extra time, and in default of providing such employment shall pay the worker full wages for such hours, exclusive of overtime and extra time."

Mason Machine Works, *111*, 10/9/18; United Engineering & Foundry Co., *157*, 10/9/18; St. Louis Car Co., *4 a*, 10/11/18; Standard Wheel Co., *176*, 10/11/18; Saginaw Machinists, *147*, 10/25/18; American Locomotive Co., Schenectady, *61*, 10/9/18; in the last of which this paragraph was subsequently stricken out by agreement of the parties.

An award which does not deal with the 48-hour week declares that "When workers are called out after midnight, each worker so called out shall receive at least four hours' pay for each call,"

Northern Indiana Gas & Electric Co., *45*, 11/22/18.

while another award provides that "For each call to fight fire at night the workers shall be paid for two and a half hours at least, at double time. If sent away from his home station to work, an employee shall receive not less than eight hours for each day away and shall be allowed time for traveling to and from the job, and overtime rates for traveling during overtime hours."

National Refining Co., *97*, 8/28/18. Same provision except as to fighting fires in Sinclair Refining Co., *395*, 11/20/18.

The board and its umpires have decided in several cases that in time of depression hours should be reduced before men were laid off.

Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; umpire's award in Wharton Steel Co., *798*, 3/14/19; recommendations in Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; and in Lancaster, Pa., cases, *873*, 4/11/19.

QUESTIONS REFERRED TO COMMITTEES.

As we have already seen, the board has sometimes created a permanent committee of two members representing the employer and two members representing the employees to deal with problems concerning overtime work; it has sometimes intrusted to a committee the problems concerning holidays and weekly work periods; and it has sometimes left the entire subject of hours to collective bargaining between the parties.

See pages 61 to 63.

II. STREET RAILWAY CASES.

FACTORS INVOLVED ARE DIFFERENT FROM THOSE INVOLVED IN INDUSTRIAL CASES.

Many of the cases before the board have been controversies between street railway companies and their employees; but the question of hours has been of importance in only a few of these cases. The main question has been concerning wages, the companies usually contending that they were unable at the existing rates of fare to grant the increases in pay which were sought, and that, unlike industrial enterprises, they were forbidden by law to make greater charges for their services in order to pay higher wages. We shall consider later the manner in which the board has met these contentions. It is sufficient here to point out this reason why many cases which did not involve hours were brought before the board.

Moreover, while in industrial cases there were usually no existing contracts between the employers and the employees, there were such contracts in nearly all of the street railway cases, and while even there the board could pass upon the future relations between the parties, the board has not usually felt that it was necessary for it to make changes in the contracts which affected hours or working conditions.

In the third place, in industrial plants the amount of work which is to be done is fairly uniform throughout the day, so that the essential question concerning hours is simply as to the total amount of working time. But a street-car company can not economically furnish such continuous work to all of its motormen and conductors, so that when street-car men complain of their hours the complaint is usually not concerning the number of working hours but concerning the amount of elapsed time between the beginning and the end of the day's work.

These three explanations show why, in spite of the large number of street railway cases which have come before the board, relatively few of the awards have brought about any changes in the hours of motormen and conductors, and why where changes have been made they have usually involved elapsed time rather than actual working time.

STREET RAILWAY HOURS.

In street railway cases the board has not fixed a maximum number of hours for a working day nor has it established a basic day;

> See, for example, Cleveland, Southwestern & Columbus Railway Co., *57*, 7/31/18; Public Service Railway Co., *69*, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., *193*, 7/31/18; Portland Railway, Light & Power Co., *210*, 11/21/18; Spokane & Inland Empire Railroad Co., *503*, 3/27/19; Pacific Electric Railway Co., *214*, 4/9/19; San Diego Electric Railway Co., *452*, 4/10/19; San Francisco-Oakland Terminal Railways, *610*, 4/10/19; Los Angeles Railway Corporation, *753*, 4/10/19; Pacific Gas & Electric Co., *1125*, 4/11/19; and also Kansas City Railways Co., *265*, 10/24/18.

but it has sought to remedy the more extreme cases of elapsed time or undue spread of working hours by providing for the payment of bonuses for runs exceeding a maximum number of hours of such elapsed time.

> Cleveland Railway Co., *31*, 7/31/18; Detroit United Railway Co., *32*, 7/31/18; Public Service Railway Co., *69*, 7/31/18; Omaha and Council

Bluffs Street Railway Co., *154*, 7/31/18; Kansas City Railways Co., *265*, 10/24/18; Denver Tramway Co., *173*, 11/20/18; Washington Railway & Electric Co., *1049*, 3/25/19. See, however, Boston Elevated Railway Co., *181*, 10/2/18.

The further provision that "Whenever there is a break or layoff time in any of the scheduled runs of 45 minutes or less, such period shall be paid for at the rates prescribed in this award and shall be considered to be a part of the platform time" is also contained in *31*, *32*, *69*, *154*, *265*. See also *610*, *1049*.

As a rule it has not changed previously existing conditions except as to wages.

See, for example, Columbus Railway, Power & Light Co., *146*, 7/31/18.

When it has established payment for overtime, the overtime has not been time over a basic day but time over scheduled runs.

Detroit United Railway Co., *32*, 7/31/18, *sup.*, 12/6/18; Public Service Railway Co., *69*, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., *193*, 7/31/18; Kansas City Railways Co., *265*, 10/24/18; Portland Railway, Light & Power Co., *210*, 11/21/18, *sup.*, 1/15/19; San Francisco-Oakland Terminal Railways, *610*, 4/10/19; Pacific Gas & Electric Co., *1125*, 4/11/19.

Nos. *31*, *32*, *69*, *154*, *193*, *210*, *265*, *610*, *1125* contain this provision: "No motorman or conductor, however, who regularly is assigned a schedule run paying more than eight hours platform time shall be required or allowed to run any such extra trip or do extra work or tripper service unless there are no available extra men to do such work." See also *1049*.

In a number of cases the request for overtime for work beyond scheduled runs (Boston & Worcester Street Railway Co., *851*, 1/15/19) or beyond a basic day (Ohio Electric Railway Co., Lima City Lines, *296*, 1/15/19; Ohio Electric Railway Co., Zanesville Lines, *627 a*, Springfield Interurban Lines, *627 b*, Newark Lines, *627 c*, 1/15/19; see also first note in this section) was not granted. The board has sometimes met such requests by saying that "Existing working conditions . . . shall be continued."

Minimum guarantees for extra motormen and conductors have been increased in a few cases;

Public Service Railway Co., *69*, 7/31/18. Guaranteed wages of women: Kansas City Railways Co., *265*, 10/24/18. On minimum guarantees see also agreement in Wilmington & Philadelphia Traction Co., *475*, 1/15/19.

but in other cases in which the men had asked for an increase in the existing guarantee the board has not made the increase.

Union Traction Co., *96*, 7/31/18; Kansas City Railways Co., *265*, 10/24/18; Ohio Electric Railway Co., Lima City Lines, *296*, 1/15/19; Ohio Electric Railway Co., Lima Interurban Lines, *627*, Zanesville Lines, *627 a*, Springfield Interurban Lines, *627 b*, Newark Lines, *627 c*, 1/15/19; Pacific Gas & Electric Co., *1125*, 4/10/19. See also Pacific Electric Railway Co., *214*, 4/10/19. The board has sometimes met this request by saying that "Existing working conditions * * * shall be continued."

In two cases it has provided that runs on Sundays and holidays should be straight runs with no more than eight hours' time;

Cleveland Railway Co., *31*, 7/31/18; Detroit United Railway Co., *32*, 7/31/18. See, however, *32 sup.*, 12/6/18, which provides that "Runs on Sundays and holidays shall as far as possible all be straight runs of no more than eight hours time, but they may exceed eight hours time if absolutely necessary, provided the company pays time and a half for all time in excess of eight hours."

while in a few cases it has provided that night runs should all be straight runs with no more than eight hours' time and with ten hours' pay.

Cleveland Railway Co., *31*, 7/31/18; Detroit United Railway Co., *32*, 7/31/18; Kansas City Railways Co., *265*, 10/24/18.

It has, however, refused to grant a request of the men for double time for working on rest days.

San Francisco-Oakland Terminal Railways, *610*, 4/10/19.

MAXIMUM PRODUCTION.

The maximum production of all war industries should be maintained and methods of work and operation on the part of employers or workers which operate to delay or limit production; or which have a tendency to artificially increase the cost thereof, should be discouraged.

Upon several occasions the board has urged both parties to the controversy to do everything in their power to maintain the maximum production of war necessities and to cooperate in every way to attain this end.

Pollak Steel Co., *102*, 8/21/18; Willys-Overland Co., *95*, 10/11/18. See also award by agreement of parties in New York Central Iron Works Co., Hagerstown, *297*, 9/26/18.

In Detroit United Railway Co.

32, 7/31/18. See also Detroit United Railway Co., *444*, 1/18/19, and section on Employment of Women as Conductors (p. 70).

the parties agreed that, in spite of a closed-shop contract between the company and the union, there should be no discrimination against women or colored men if the necessity for their employment should arise, and this agreement was incorporated in the award.

It appeared beyond doubt in Bethlehem Steel Co.

22, 7/31/18.

that "the dissatisfaction among the employees of the company has had and is having a seriously detrimental effect upon the production of war materials absolutely necessary to the success of the American Expeditionary Forces. This was clearly developed in the testimony of the officials of the Ordnance Department. The main cause of the dissatisfaction is a bonus system so complicated and difficult to understand that almost one-half of the time of the hearings was consumed in efforts to secure a clear idea of the system. The absence of any method of collective bargaining between the management and the employees is another serious cause of unrest, as is also the lack of a basic guaranteed minimum-wage rate." The board attempted by its decision to remove the causes of this dissatisfaction.

In the case of the New York State Railways

120, Intervention of Rochester & Syracuse Railroad Co., 4/10/19.

the board condemned a contract between a street railway company and its employees which provided that when the cars of an interurban company were on the tracks of the local company they should be operated by the local employees. Whenever an interurban train came within the city limits its trainmen were idle approximately one hour. As this contract was about to expire, the board simply ordered that after this expiration such a provision should not be a part of any contract between the company and its employees.

The workers in Northern Indiana Gas & Electric Co.

45, 11/22/18.

demanded that foremen on jobs be not allowed to use tools, but this demand was denied because "inconsistent with the times and unreasonable in view of the present necessity for the fullest possible utilization of the forces of production."

In the Newsprint Paper case,

35, 6/27/18.

however, the award declared that "Foremen and boss machine tenders shall not do manual labor in excess of 10 per cent of the time." In interpreting this section

1/28/19.

it was decided that it applied to a boss machine tender when acting as foreman, but that when acting under a foreman the section would not apply as limiting his manual labor to only 10 per cent of his time.

The board also sustained the contention of the pressmen of the Butterick Publishing Co.

752, 1/15/19.

that one pressman should operate but one two-color press, in accordance with the general practice in Greater New York, although the shop practice in the Butterick plant had been otherwise;

> "The record shows that it is the general practice in Greater New York for pressmen to confine their labors to one press of this character. It is claimed by the representatives of the unions that this condition was brought about in other establishments because it was unsafe for a pressman to take care of two presses at one time. On the other hand, it is contended by the employers that a pressman can operate two of these presses without any great difficulty and that to confine the labors of a pressman to one press is a great economic loss." The board approved the report of the Section of the board assigned to the case which declared that "the business of the complainant is not placed at a disadvantage with establishments of like character by complying with the general rule in this instance."

and it has declared in several cases that an apprenticeship system should be established by mutual agreement between the company and the shop committee.

> Waynesboro cases, *40*, 7/11/18; St. Louis Car Co., *4 a*, 10/11/18; Saginaw Machinists, *147*, 10/25/18; St. Louis Coffin Co., *258*, 11/19/18. Provision should be made for a reasonable number of apprentices: *4 a*, *258*. Apprentices should be given an opportunity to learn a trade under circumstances as to character of work and compensation as may be agreed upon between committees of the men and their employers: *40*.

MOBILIZATION OF LABOR.

For the purpose of mobilizing the labor supply with a view to its rapid and effective distribution, a permanent list of the numbers of skilled and other workers available in different parts of the country shall be kept on file by the Department of Labor, the information to be constantly furnished—

1. By the trade-unions.

2. By State employment bureaus and Federal agencies of like character.

3. By the managers and operators of industrial establishments throughout the country.

These agencies shall be given opportunity to aid in the distribution of labor as necessity demands.

CUSTOMS OF LOCALITIES.

In fixing wages, hours, and conditions of labor, regard should always be had to the labor standards, wage scales, and other conditions prevailing in the localities affected.

HOURS AND WORKING CONDITIONS.

The board has not usually stated the reasons for its decisions upon wages, hours of labor, and conditions of labor. We have seen, however, that some of the awards upon hours have been based upon the customs of the plants or upon the customs of similar plants in the same localities or in localities where the conditions apparently were not dissimilar,

Section on Decisions of Board in Favor of Basic Eight-hour Day (p. 75). See also American Locomotive Co., Richmond, *739*, 1/29/19; Wharton Steel Co., *798*, 3/14/19; Westfield Manufacturing Co., *968*, 4/11/19; Western Cold Storage Co., *80*, 3/26/19; McDonough Packing Co., *81 a*, 3/26/19; Wink Packing Co., *81 b*, 3/26/19; E. Godel & Sons. *81 c*, 3/26/19; Armour & Co., *324*, 4/10/19; Hinde & Dauch Paper Co., *576*, 4/11/19.

and that at times the board has declared that the days which should be regarded as holidays were those which were recognized by State law.

Section on Sundays and Holidays (p. 79).

So, also, in dealing with working conditions the board has directed the observance of the custom of the community,

Butterick Publishing Co., *752*, 1/15/19.

and it has at times directed an appeal to the local authorities if proper sanitary conditions were not established.

Section on Protecting Health and Safety of Workers (p. 67).

This provision concerning the custom of localities, however, does not make the local conditions unchangeable. It "makes the secured wage and time scales a foundation upon which to build and not an obstacle to progress, except only as the exigencies of the war may call for patriotic sacrifices."

Award by Umpire Mack in Iron Molders of Elizabeth N. J., *160*, 12/17/19. "I am not forgetful that under the applicable governing principles, in fixing hours of labor as well as wages, regard should be had to the labor standards and wage scales prevailing in the localities affected. It can not, however, have been intended that the rate of pay and hours of labor fixed by contract for a definite locality and for a fixed period of six months or one year, whether in the prewar or war time, as in the case of the foundries here in question, should be the measure of the rates to be fixed at the expiration of that contract under a continually increasing cost of living and a consistent and insistent universal demand for the shorter day. Such an interpretation would bar all progress: its inapplicability was recognized by both sides in advancing the wage to $5.75 pending arbitration. If it were held to mean that general local industrial conditions, and not merely those in the specific industry involved, are to be considered, but little help can be derived from this provision. For in Elizabeth, as in most localities, there are doubtless vast differences in wages and hours of labor both for skilled and unskilled indus-

trial workers. If, however, the iron molders in the immediate vicinity of Elizabeth alone be considered, there is no uniform practice either as to wages or as to the normal day: if the line be extended to include New York as a 'locality affected,' while a large majority of foundries have a normal nine-hour day, the contracts providing therefor were made long before July 1, 1918, and expire December 31, 1918: a very respectable minority, moreover, operate even now under a basic eight-hour day at wages of $5.75 and upwards.

"In my judgment, however, the principle in question has an entirely different interpretation. If there are any real labor standards or wage scales in a particular industry or generally in any community, they are usually the result of years of struggle, the inevitable conflict between labor and capital under the prevailing industrial system. In times of peace this struggle would continue; in a time of war it must be checked. The country's need must be the first consideration of both parties; as the boys in the trenches stand ready to give up life itself, labor must stand ready to make its sacrifices, by overwork, of health and normal longevity; all standards must yield to the nation's wants, but only to this. In so far as patriotism permits, they are to be conserved and regarded in making awards. Fairly interpreted, this provision makes the secured wage and time scales a foundation upon which to build, and not an obstacle in the path of progress except only as the exigencies of war may call for patriotic sacrifices."

"Workmen are entitled to comfortable living wages, and no comparisons that might be presented are sufficient to overturn or outweigh that principle."

Award by Umpire McChord in Madison Machinists, *195*, 2/18/19, quoted more fully in second note in section on Wages and Customs of Localities (p. 93).

PRINCIPLES GOVERNING WAGE AWARDS.

The board has also stated reasons for its decisions in some of the wage awards, although it has done so in few cases in comparison with the total number of wage awards. In some cases it has based the awards upon wages paid in other plants where conditions were similar;

See next section, on Wages and Customs of Localities (p. 92).

in other cases it has sought to maintain the standards of living of the workers affected by granting to them wage advances proportionate to the increase in the cost of living;

See section on Maintenance of Standard of Living (p. 93).

and in a third class of cases it has tried to give to the workers a living wage.

See under heading The Living Wage (p. 94).

Underlying many of the street railway decisions, at least, is the position that in wage cases it is immaterial whether or not a business is on a paying basis.

At hearings before the joint chairmen on 6/24/18 and on 6/28/18 the joint chairmen called attention to the fact that the prices paid by the company for coal and metals were not dependent upon the financial condition of the company. The company on 6/24/18 and on 6/25/18 conceded that the right of the employees to reasonable wages was independent of the company's financial condition. On 6/25 Mr. Taft said, "We have no doubt ourselves, and I can speak that in advance, that it is our duty to go on and fix what we regard as a reasonable rate of wages without regard to the condition of the company." In Boston Elevated Railway Co., *181*, 10/2/18, the award of the joint chairmen as arbi-

trators pointed out that "If the company needs coal or steel in the operation of its road it must pay the war prices for these commodities or go without. Similarly if it needs labor, it must also pay a price commensurate with the present exigency, a price which will enable its employees to meet their greatly increased expenses." Mr. Taft said in his opinion as one of the arbitrators in a case involving the Michigan United Railways Co., *405*, "The National War Labor Board, of which we are chairmen, has held that the financial condition of the company is not a factor in determining what a fair rate of wages is on a joint submission like this." This statement was made in a case which came before Mr. Taft and Mr. Walsh as arbitrators and not as joint chairmen.

In Coal Dock Operators, Duluth, *201*, 10/24/18, the board increased the compensation of the employees by awarding time and a half for work in excess of eight hours and double time for Sundays and holidays, and at the same time recommended that the Fuel Administration "give due consideration to the increased cost entailed by reason of this award. Subsequently, *201 sup.*, 11/19/18, the board made a contingent award that the daily wage rate paid for a 10-hour work day on 10/1/18 should be the daily wage rate for an 8-hour day, saying, "Inasmuch as the selling price of the product of the coal dock operators is controlled by the Fuel Administration, and is based upon ascertained cost of operation, including wages, this award is made contingent on the action of the Fuel Administration making such readjustment in the selling price as may be warranted by reason of the increased cost of operation entailed by this award." Compare the recommendation to the Federal Trade Commission in Newsprint Paper, *35*, 6/27/18, and, under The Living Wage, the section on Financial Recommendations (p. 114).

The award in Philadelphia Carpenters, Geo. W. Smith Co., *315*, 11/19/18, was made in accordance with the submission agreement on the promise of the Emergency Fleet Corporation to pay increased compensation if called for by the award. The award of increased wages in Toledo, Bowling Green & Southern Railway Co., *527*, 12/5/18, was also under the terms of the submission agreement contingent upon the securing of permission from the proper authorities to charge a rate of fare adequate to meet such award.

In Baker Manufacturing Corporation and Davison-Namack Foundry Co., *403*, 4/8/19, Umpire Hale declared that "The fact that the selling price of the product has not increased does not of itself prove that there should be no increase in wages. The employers have introduced no evidence in regard to what their profits are with the present prices or whether those profits might reasonably be reduced."

In Tennessee Copper Co., *1028*, 4/10/19, the board recommended wage arrangements which included readjustments in accordance with the market price of the product. The employees had acquiesced in the giving of weight to such a factor.

The considerations which have been stated were also apparently, sometimes separately and sometimes in combination, given more or less weight in other cases in which reasons for the decisions were not stated in the awards.

The board has also acted at times on the further principles, which do not appear to have been stated in any of the awards, that a higher wage should be paid for a higher grade of work than for a lower grade of work,

E. g., the wages awarded to platform men in Butte Electric Railway Co., Butte, Mont., *271*, 11/20/18, depended in part upon the wages received by common labor in that town.

and that where work is of an undesirable character that fact should be given some weight in fixing wages.

Compare the minimum wages awarded to St. Joseph Lead Co., *16*, 7/31/18, with the minimum wages awarded in other cases about the same time. See also the opinion of the umpire in New York Harbor case, *10*, 2/25/19, and opinion in Little Rock Laundries, *233*, 11/9/18.

WAGES AND CUSTOMS OF LOCALITIES.

As already pointed out, some of the wage awards have been explicitly based upon the customs of similar plants in the same localities or of similar plants operating elsewhere under conditions which apparently were not dissimilar.

Philadelphia Carpenters, Geo. W. Smith Co., *315*, 11/19/18; Molders, Ridgway, Pa., *349*, 12/20/18; Molders, Williamsport, Pa., *355*, 12/20/18; Montana Power Co., *583*, 2/13/19; Nevada Consolidated Copper Co., *303*, 2/20/19; umpire's award in Chambersburg, Pa., cases. *371*, 3/11/19; Wharton Steel Co., *798*, 3/14/19; umpire's award in Baker Manufacturing Corporation and Davison-Namack Foundry Co., *403*, 4/8/19; Willys-Morrow Co., *844*, 4/10/19; Remington Arms Co., *937*, 4/10/19; umpire's award in Coal Dealers, Lynn, Mass., *774*, 4/11/19; recommendations in the following cases: Bethlehem Steel Co., Lebanon, *419*, 1/15/19; Lebanon Valley Iron Co., *420*, 1/15/19; Burden Iron & Steel Co., *421*, 1/15/19; Cohoes Rolling Mill Co., *422*, 1/15/19; Milton Manufacturing Co., *422 a*, 1/15/19; Pennsylvania Iron & Steel Co., *422 b*, 1/15/19; Columbia Metal Box Co., *772*, 1/15/19; American Locomotive Co., Richmond, *739*, 1/29/19; American & British Manufacturing Co., *594*, 2/12/19; Butterick Publishing Co., *880*, 2/12/19; Reading, Pa., cases, *522*, 3/4/19; Coopers, Chicago, Ill., *696*, 3/4/19; United Gas & Electric Co., *725*, 3/4/19; Spang & Co., *915*, 3/4/19, *915 a*, 3/11/19; Western Cold Storage Co., *80*, 3/26/19; McDonough Packing Co., *81 a*, 3/26/19; Wink Packing Co., *81 b*, 3/26/19; E. Gödel & Sons, *81 c*, 3/26/19; Armour & Co., *324*, 4/10/19; Hinde & Dauch Paper Co., *576*, 4/11/19. See also award in Galesburg Railway, Light & Power Co., *109 sup.*, 12/5/18; recommendation in Russell Motor Car Co., *122*, 3/4/19. Compare award quoted in note in section on Hours and Working Conditions (p. 89); umpire's award in Molders, Warren, Ohio, *437*, 1/8/19; recommendation in Firemen of Pittsburgh, Pa., *226*, 10/24/18; opinions of minority of board in the following cases: Florida Fertilizer Manufacturers, *680*, 2/18/19; Rhode Island Textile Workers, *275*, 3/13/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; St. Paul Foundry Co., *570*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19. The decisions in other cases, e. g., Standard Boiler & Plate Iron Co., *325*, 4/9/19, were in a measure governed by such customs.

In the street railway cases the joint chairmen as arbitrators made greater increases in some cities than in others. For example, the maximum rate in Cleveland, Ohio, was raised from 35 cents to 48 cents, bringing it to the same level as the rate awarded in Detroit, Chicago, and Buffalo. As the joint chairmen said, Cleveland Railway Co., *31*, 7/31/18, this exceptional increase was "due to the fact that the wage paid by the Cleveland company was unusually low—5 cents below the average." In Boston Elevated Railway Co., *181*, 10/2/18, where the joint chairmen increased the maximum wages of surface motormen and conductors from 37½ cents to 48 cents, they said, "The increase is substantial, but is fair. It is required by the increase in the cost of living and brings the wage in Boston only up to a parity with wages of motormen and conductors in other cities of similar importance, where the cost of living is at most not higher than it is in Boston."

Other awards have been based upon the rates paid by the Government for work which was being done for it in other places than the plant involved.

Bethlehem Steel Co., *22*, 7/31/18; Philadelphia Carpenters, Geo. W. Smith Co., *315*, 11/19/18; Remington Arms Co., *937*, 4/10/19; Boilermakers, Akron, Ohio, *826 a*, 4/11/19; recommendations in the following cases: Russell Motor Car Co., *122*, 3/4/19; Industrial Manufacturing Co., *783*, 3/4/19; Spokane & Inland Empire Railroad Co., *503*, 3/27/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; St. Paul Foundry Co., *570*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19. (The recommendations in *46*, *570*, *571*, were by majority vote.) See also umpire's award in Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; Machinists, Philadelphia, *400*, 12/20/18.

In Madison Machinists, *195*, 2/18/19, Umpire McChord said, "It is also argued by the employers that the wages now paid in the factories of Madison are as high as, or higher than, are paid by the State of Wisconsin and the city of Madison, and that therefore a wage level is established which it would be unwise to change or disturb. This argument has little force. Carried to its logical conclusion, workers would always be required to accept low wages, provided the majority in the same community received low wages. It would always mean a reduction to the lowest level, which is neither just to the worker or the community as a whole. In any event, there is no just comparison between workers in factories and those employed by State or municipal authorities. Certainly unduly low wages paid by the latter can not rightfully constitute the just measure for the former. The test is not so much what the level is, as how that level measures up with the cost of living. Workmen are entitled to comfortable wages, and no comparisons that might be presented are sufficient to overturn or outweigh that principle."

In Niles-Bement-Pond Co., *339*, 12/9/18, Umpire Lind said, "The question of determining what is a fair wage is always a difficult one and especially so at the present moment when industry as a whole is disturbed by many untoward conditions. In the present situation I do not think that it would be either wise or just to be guided in any large degree by the very high scale of wages that was established by the Government, while we were actively engaged in hostilities, for the purpose of stimulating war production."

The board has at times, e. g., Machinists, Philadelphia, *400*, 12/20/18; Industrial Manufacturing Co., *783*, 3/4/19, recommended that where the payment of rates provided for in the decision of the board increases the cost of production, the Government, for which the companies were producing, should reimburse the companies to the extent which investigation should show to be necessary under the increased rates.

In the Columbus, Ohio, cases, *502*, 4/10/19; Rome, N. Y., cases, *941*, 4/10/19; Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; Lancaster, Pa., cases, *873*, 4/11/19, the board made the following recommendation: "If the companies received payment at the rate of time and one-half for overtime worked beyond eight hours per day for work done by them either directly or indirectly for the Government or for private parties, they should, in fairness to their employees, compensate said employees on the same basis for the period during which the companies received such overtime payment for their work."

In most if not all of the street railway cases which have come before it the board has found it necessary to add to its award of higher wages a recommendation that the appropriate authorities allow the company to increase its charges. See under The Living Wage the section on Financial Recommendations (p. 114). And see recommendation to Federal Trade Commission in Newsprint Paper, *35*, 6/27/18.

MAINTENANCE OF STANDARD OF LIVING.

Several of the awards and recommendations have been based explicitly upon increases in the cost of living.

Award by board in Newsprint Paper, *35*, 6/27/18; Pressmen's Union of Chicago, *105*, 9/27/18; Little Rock Laundries, *233*, 11/9/18; Montana Power Co., *583*, 2/13/19. Awards by joint chairmen as arbitrators in Detroit United Railway Co., *32*, 7/31/18; Chicago Surface Lines, *59 a*, 7/31/18; Chicago & West Towns Railway Co., *59 b*, 7/31/18; Boston Elevated Railway Co., *181*, 10/2/18. Recommendations by board by majority vote in Florida Fertilizer Manufacturers, *680*, 2/18/19, and in J. A. McNulty, *261*, 4/11/19. See also opinion of umpire in Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; recommendations in the following cases: American Sheet & Tin Plate Co., *232*, 1/15/19; Bedford Stone Club, *397*, 1/15/19; Bethlehem Steel Co., North Lebanon Plant, *401*, 1/15/19; Eastern Steel Co., *418*, 1/15/19; Imperial Electric Co., *520*, 1/15/19; Columbia Metal Box Co. *772*, 1/15/19; Standard Steel Car Co., *914*, *914 a*, 1/15/19; and interpretation of provision as to increased cost of living in Newsprint Paper, *35 sup.*, 12/19/18.

It must be noted, however, that in a number of the cases in which wages have been raised on a percentage basis,

Willys-Overland Co., *95*, 10/11/18; umpire's award in Niles-Bement-Pond Co., Plainsfield, N. J., *339*, 12/9/18; Molders, Elkhart, Ind., *383*, 4/10/19; Benjamin Iron & Steel Co., *724*, 4/10/19; recommendation in Molders, Fort Wayne, Ind., *284*, 4/10/19. See also Reading Iron Co., *416*, 11/19/18; Wilkesbarre cases, *638*, 2/20/19; and recommendations in Nos. *419 to 422 b*.

or in which the board has simply classified the workers according to their wages and decided upon separate increases for each class,

See recommendations in Bridgeport Munition Workers, *132*, 8/28/18; Emerson-Brantingham Co., Batavia, Ill., *106*, 1/29/19; American & British Manufacturing Co., *594*, 2/12/19; and award by joint chairmen as arbitrators in St. Joseph Lead Co., *16*, 7/31/18.

the board has granted proportionately greater advances to the lower-paid workers than to the higher-paid workers.

The same result has sometimes been brought about in the establishment of minimum wages. See, e. g., women's wages in St. Louis Coffin Co., *258*, 11/19/18. And see citations under Street Railway Wages: Percentage Increases for Other Employees (p. 110). The board has also in the case of motormen and conductors increased the wages of new employees to a greater extent than it increased the wages of those who had been longer in the service.

It is apparent, therefore, that the increase in the cost of living is a factor which is not given uniform weight in wage cases or is not the sole factor in determining advances in wages of both the higher-paid and the lower-paid men.

From umpire's award in Madison Machinists, *195*, 2/18/19:—"Certain workers find it difficult to secure the ordinary comforts of life at the wages they receive from some of the employers in Madison. Such a condition ought not to exist anywhere. A worker is entitled, if he be sober and industrious, as a matter of right, to something more than the bare living cost. His right is to receive a wage that shall insure to himself and dependents those ordinary comforts of life that go to make up a happy home. It is argued by the employers that because their employees have had their wages increased from time to time, so that the wages now received represent about the same percentage of increase as the increase in living cost, they have done their full duty in the premises. This, of course, must be based on the assumption that in 1914 the wages paid represented all that the worker was then entitled to, which assumption is not established on this record."

THE LIVING WAGE.

The right of all workers, including common laborers, to a living wage is hereby declared.

In fixing wages, minimum rates of pay shall be established which will insure the subsistence of the worker and his family in health and reasonable comfort.

I. IN GENERAL.

THE AWARDS TO BE EXAMINED.

Under this heading we shall consider not only those awards which relate strictly to the living wage but all wage awards which have not been considered elsewhere.

DETERMINATION OF THE LIVING WAGE.

In the Waynesboro cases,

40, 7/11/18.

after establishing a minimum wage of 40 cents per hour the board said, "The board hereby announces that it has now under consideration the matter of the determination of the living wage, which under its principles must be the minimum rate of wage which will permit the worker and his family to subsist in reasonable health and comfort. That in respect to the minimum established by this finding it shall be understood that it shall be subject to readjustment to conform to the board's decision when and as a determination shall be reached in that regard."

The board, however, on July 31, 1918, adopted a resolution containing the following paragraphs:—

"That the period of the war is not a normal period of industrial expansion from which the employer should expect unusual profits or the employees abnormal wages; that it is an interregnum in which industry is pursued only for common cause and common ends;

"That capital should have only such reasonable returns as will assure its use for the world's and Nation's cause, while the physical well-being of labor and its physical and mental effectiveness in a comfort reasonable in view of the exigencies of the war should likewise be assured;

"That this board should be careful in its conclusions not to make orders in this interregnum, based on approved views of progress in normal times, which, under war conditions, might seriously impair the present economic structure of our country;

"That the declaration of our principles as to the living wage and an established minimum should be construed in the light of these considerations;

"That for the present the board or its sections should consider and decide each case involving these principles on its particular facts and reserve any definite rule of decision until its judgments have been sufficiently numerous and their operation sufficiently clear to make generalization safe."

II. INDUSTRIAL CASES.

WAGE INCREASES.

The board has frequently decided that employers who were parties to the award should increase wages, either on a definite percentage basis,

Newsprint Paper, *35*, 6/27/18; General Electric Co., Pittsfield, *19*, 7/31/18; General Electric Co., Schenectady, *127*, 7/31/18, *sup.*, 11/22/18; Pollak Steel Co., *102*, 8/21/18; St. Louis Car Co., *4 a*, 10/11/18; Willys-Overland Co., *95*, 10/11/18; Saginaw Machinists, *147*, 10/25/18; St. Louis Coffin Co., *258*, 11/19/18; Reading Iron Co., *416*, 11/19/18; Northern Indiana Gas & Electric Co., *45*, 11/22/18; Erie Lighting Co., *133*, 11/22/18; umpire's award in Niles-Bement-Pond Co., Plainfield, N. J., *339*, 12/9/18; umpire's award in Molders, Warren, Ohio, *437*, 1/8/19; Union Carbide Co., *174*, 1/15/19; Western Drop Forge Co., *334*, 1/29/19; Portland Railway, Light & Power Co., *567*, 2/19/19; Wilkesbarre cases, *638*, 2/20/19; Walworth Manufacturing Co., *274*, 3/6/19; Patternmakers, Buffalo, *604*,

3/14/19; Chicago Brush Manufacturing Co., *754*, 3/26/19; Matthews Engineering Co., *542*, *542 a*, 3/27/19; Standard Boiler & Plate Iron Co., *325*, 4/9/19; Molders, Elkhart, Ind., *383*, 4/10/19; Benjamin Iron & Steel Co., *724*, 4/10/19. See also umpire's award in Madison Machinists, *195*, 2/18/19; recommendation in Molders, Fort Wayne, Ind., *284*, 4/10/19; recommendation by board by majority vote in Rhode Island Textile Workers, *275*, 3/13/19; and recommendations in Nos. *232*, *397*, *401*, *418*, *520*, *772*, *914*, *914 a*. In Molders, Warren, Ohio, *437*, 1/8/19, the umpire decided that the wages paid on a named date for a nine-hour day should be the daily wage rate for an eight-hour day. In Coal Dock Operators, *201*, *sup.*, 11/19/18, the board decided, contingent upon the action of the Fuel Administration, that the wages paid on a named date for a ten-hour work day should be the daily wage rate paid for an eight-hour day. In instituting basic days the board has increased daily wages even when it did not raise the hourly rate.

or by a definite amount of money,

Newsprint Paper, *35*, 6/27/18; Indianapolis Painters, *62*, 9/27/18; Pressmen's Union of Chicago, *105*, 9/27/18; New Orleans Railway & Light Co., *98*, 10/24/18; Printers' League, N. Y., *446*, 11/19/18; Pressmen's Union, N. Y., *446 a*, 12/6/18; Typographical Union, *446 b*, 12/6/18; Paper Cutters' Union, *446 c*, 12/6/18; Bindery Women's Union, *446 d*, 12/6/18; Paper Handlers' Union, *446 e*, 12/6/18, *sup.*, 2/12/19; Press Feeders' Union, *446 f*, 12/6/18; Gem Metal Products Corporation, *591*, 12/17/18; New York Photo Engravers' Union, *892*, 3/12/19. See also Sinclair Refining Co., *395*, 12/15/18; recommendations in the following cases: Bridgeport Munition Workers, *132*, 8/28/18; Emerson-Brantingham Co., Batavia, Ill., *106*, 1/29/19; American & British Manufacturing Co., *594*, 2/12/19; award by joint chairmen as arbitrators in St. Joseph Lead Co., *16*, 7/31/18.

or to a definite amount of money,

Molders, Chicago, *87*, 6/12/18, *sup.*, 3/14/19; Newsprint Paper, *35*, 6/27/18; Waynesboro cases, *40*, 7/11/18; St. Joseph Lead Co., *16*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18; Pollak Steel Co., *102*, 8/21/18; Bridgeport Munition Workers, *132*, 8/28/18; recommendation in American & British Manufacturing Co., *594*, 2/12/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19. See also citations in later sections.

or by establishing minimum wages to be paid to all men or to all women employed, or to all those who were doing designated types of work.

Instances in which these have been done will be stated in later sections.

It has declared that the wages under consideration were too low and should be materially increased;

Reading, Pa., cases, *522*, 3/4/19; J. B. Stine, *521*, 4/9/19.

it has made recommendations against reductions in wages;

Tennessee Copper Co., *1028*, 4/10/19; Western Chemical Co., *1042*, 4/10/19.

and it has stipulated in a number of cases that the revision of wages or earnings provided for in the award should in no case operate to reduce the wages or earnings of any employee.

Newsprint Paper, *35 sup.*, 7/26/18, *sup.*, 1/28/19; Bethlehem Steel Co., *22*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18; St. Louis Car Co., *4 a*, 10/11/18; Willys-Overland Co., *95*, 10/11/18; Corn Products Refining Co., *130*, 11/21/18; Philadelphia Machinists, *400*, 12/20/18; recommendation in American & British Manufacturing Co., *594*, 2/12/19; umpire's award in Madison Machinists, *195*, 2/18/19; Meat Cutters of East St. Louis, Ill., *829*, 3/4/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; Wharton Steel Co., *798*, 3/14/19; recommendations of board by majority vote in the following cases: Rhode Island Textile Workers, *275*,

3/13/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; St. Paul Foundry Co., *570*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19.

The board has not invariably decided in favor of increases in wages. It has at times expressed the opinion that the rates under consideration were reasonable;

Recommendation in San Diego Electric Railway Co., *452*, 4/10/19. See also limited scope of umpire's award in Coal Dealers, Lynn, Mass., *774*, 4/11/19. Rates reasonable as a whole, although individual inequalities might call for redress: recommendations in Minneapolis Gas Light Co., *473*, 4/11/19; and in Minnesota Flour Mills, *482*, 4/11/19.

and it has in a number of cases left the question of wages to collective bargaining between the parties.

See section on Duties of Committees (p. 61).

MINIMUM WAGES FOR PLANT.

The minimum wage for men has ranged from recommendations of 30 cents an hour for common labor in San Antonio, Tex.,

Building Trades of San Antonio, Tex., *216*, 1/30/19.

and 35 cents an hour for lumber company employees on the northern border of Maine,

Van Buren Lumber Employees, Van Buren, Me., *21*, *21 b*, 1/15/19.

up to an award of 50 cents to the employees of the St. Joseph Lead Co.,

Herculaneum, Mo., *16*, 7/31/18.

including unskilled laborers. And in the case of Hod Carriers' Union of Cleveland, Ohio,

104, 1/15/19.

the board decided that a rate of 55 cents to building trades laborers, including the unskilled, which was being paid by way of compromise pending decision by the board, should remain in force. The awards have usually been around 40 or 42 cents in industrial cases.

30 cents: recommended in Building Trades of San Antonio, Tex., *216*, 1/30/19.

35 cents: recommended in Van Buren Lumber Employees, Van Buren, Me., *21*, *21 b*, 1/15/19.

37 cents: recommended in Florida Fertilizer Manufacturers, *680*, 2/18/19, against the vote of some members of the board, who thought that the rate was higher than should be established for that community.

38 cents: Newsprint Paper, *35*, 6/27/18. This was apparently recommended in Aroostook Pulp & Paper Co., Van Buren, Me., *21 a*, 1/15/19.

40 cents: to workers over 21 years of age who have been employed six months: umpire's award in Madison Machinists, *195*, 2/18/19.

40 cents: Waynesboro cases, Waynesboro, Pa., *40*, 7/11/18; Pollak Steel Co., *102*, 8/21/18; St. Louis Car Co., *4 a*, 10/11/18; Willys-Overland Co., Elyria, Ohio, *95*, 10/11/18; Reading Iron Co., Reading, Pa., *416*, 11/19/18; recommended in American & British Manufacturing Co., Providence, R. I., *594*, 2/12/19; recommended in Carpenter Steel Co., Reading, Pa., *913*, 2/12/19; Wilkesbarre cases, *638*, 2/20/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; Matthews Engineering Co., Sandusky, Ohio, *542*, *542 a*, 3/27/19; J. B. Stine, Osceola Mills, Pa., *521*, 4/9/19. See also Commonwealth Steel Co., Granite City, Ill., *472*, 11/9/18.

42 cents: General Electric Co., Pittsfield, Mass., *19*, 7/31/18; General Electric Co., Schenectady, N. Y., *127*, 7/31/18; umpire's award in Bridgeport Munition Workers, Bridgeport, Conn., *132*, 8/28/18; Pittsfield Machine & Tool Co., Pittsfield, Mass., *337*, 11/21/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18; Machinists, Hamilton, Ohio, *978*, 4/10/19. See also recommendations in the following cases: Remington Arms Co., Ilion, N. Y., *937*, 4/10/19; Steacy-Schmidt Manufacturing Co., York, Pa., *454*, 4/11/19; Lancaster, Pa., cases, *873 to 877*, 4/11/19.

50 cents: St. Joseph Lead Co., Herculaneum, Mo., *16*, 7/31/18.

55 cents: Hod Carriers' Union of Cleveland, Ohio, *104*, 1/15/19.

See also next section on wages of laborers (p. 102).

While women are to be paid wages equal to those paid to men for the same work,

See citations under Women in Industry (p. 69).

the board has upon several occasions established lower minimum wages for the women employees in a plant than were established for the men employed in the same plant. These minimum wages have ranged from 20 to 35 cents per hour.

$11 per week (about 20 cents per hour) except for apprentices: Little Rock Laundries, *233*, 11/9/18. First three months, *21 cents*, next six months, *26 cents*, after nine months, *32 cents:* St. Louis Coffin Co., *258*, 11/19/18.

30 cents for women 21 years of age or over: General Electric Co., Pittsfield, Mass., *19*, 7/31/18; Pittsfield Machine & Tool Co., *337*, 11/21/18. *30 cents* for women 18 or over; Willys-Overland Co., Elyria, Ohio, *95*, 10/11/18; St. Louis Car Co., *4 a*, 11/11/18. *30 cents* for women except new employees and apprentices: Standard Wheel Co., Terre Haute, Ind., *176*, 10/25/18.

$15 per week (about 31 cents per hour); nothing said as to age: General Electric Co., Schenectady, N. Y., *127*, 7/31/18; Meat Cutters of East St. Louis, Ill., *829*, 3/4/19.

32 cents for women 18 or over with 6 months' experience in the plant: umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18; umpire's award in Madison Machinists, *195*, 2/18/19.

35 cents for women 18 or over: umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19. *35 cents* for women 18 or over who have worked in the plant for 3 months: Midvale Steel & Ordnance Co., Nicetown, Pa., *129*, 2/11/19. *35 cents* for women 18 or over who have worked in the plant for 6 months: Matthews Engineering Co., Sandusky, Ohio, *542*, *542 a*, 3/27/19; Vim Motor Co., *853*, 4/9/19. *35 cents* for women 21 or over who have worked in the plant for 6 months: Midwest Engine Co., Indianapolis, Ind., *562 a*, 3/26/19.

MINIMUM WAGES FOR PARTICULAR OCCUPATIONS IN PLANT.

The board has established minimum wages to be paid to workers involved who were engaged in particular occupations. A few typical instances must be named. Thus, among metal workers it has established minimum wages for toolmakers,

80 cents: Midvale Steel & Ordnance Co., Nicetown, Pa., *129*, 2/11/19.

74 cents: recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

72½ cents: recommended in B. F. Sturtevant Co., Boston, Mass., *393*, 1/30/19.

72 cents: Worthington Pump & Machinery Corporation, East Cambridge, Mass., *14*, 7/11/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., *320*, 3/14/19; Westfield Manufacturing Co., Westfield, Mass., *968*, 4/11/19.

60 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

Tool dressers, 70 cents: Pollak Steel Co., Carthage, Cincinnati, Ohio, *102*, 8/21/18. *65 cents:* Waynesboro, Pa., cases, *40*, 7/31/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

for machinists,

First class, 80 cents; second class, 70 cents: Midvale Steel & Ordnance Co., Nicetown, Pa., *129*, 2/11/19.

First class, 27½ cents; second class, 26½ cents: recommended in B. F. Sturtevant Co., Boston, Mass., *393*, 1/30/19.

First class, 72 cents; second class, 65 cents: recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

First class, 72 cents; second class, 62 cents: Worthington Pump & Machinery Corporation, East Cambridge, Mass., *14*, 7/11/18.

First class, 60 cents; second class, 45 cents: by agreement in New York Central Iron Works Co., Hagerstown, Md., *297*, 9/26/18.

Bench tool machinists, 60 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

Journeymen machinists, at least 4 years' experience, 55 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

Machinists, 75 cents: National Refining Co., Coffeyville, Kans., *97*, 8/28/18. *72 cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., *320*, 3/14/19. *70 cents:* umpire's award in National Marine Engine Co., Scranton, Pa., *874*, 5/7/19. *68 cents:* Westfield Manufacturing Co., Westfield, Mass., *968*, 4/11/19.

Machinists employed by newspaper publishers, 90 cents ($7.20 per day of 8 hours): Newspaper Publishers, New York, N. Y., *637*, 1/15/19.

for specialists,

Specialists, 65 cents: Midvale Steel & Ordnance Co., Nicetown, Pa., *129*, 2/11/19. *56 cents:* umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., *320*, 3/14/19. *52 cents:* recommended in B. F. Sturtevant Co., Boston, Mass., *393*, 1/30/19.

Specialists, under two years' experience, 40 cents; over two years, 45 cents; over three years, 50 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/14/19.

Specialists and handy men, 56 cents: recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

Specialists and handy men, under 4 months' experience, 42 cents; over 4 months' experience, 52 cents: Worthington Pump & Machinery Corporation, East Cambridge, Mass., *14*, 7/11/18.

for handy men,

See preceding note.

and for machinists' helpers,

55 cents: Midvale Steel & Ordnance Co., Nicetown, Pa., *129*, 2/11/19.

49 cents: umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18; A. H. Petersen Manufacturing Co., Milwaukee, Wis., *320*, 3/14/19; recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

48 cents: umpire's award in National Marine Engine Co., Scranton, Pa., *674*, 5/7/19.

46 cents: Worthington Pump & Machinery Corporation, East Cambridge, Mass., *14*, 7/31/18; recommended in B. F. Sturtevant Co., Boston, Mass., *393*, 1/30/19.

42 cents: Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., *12*, 7/31/18.

40 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

In National Refining Co., Coffeyville, Kans., *97*, 8/28/18, the board awarded *65 cents* to men who were "helpers of boilermakers, machinists, and blacksmiths," but the work of each of these helpers varied from time to time and was unusually heavy.

for patternmakers,

77½ cents: umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18; recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

65 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

Journeymen patternmakers:

$1.00: Patternmakers, Detroit, Mich., *158*, 12/10/18.

$1.00 in jobbing shops; 90 cents in manufacturing shops: Patternmakers, Buffalo, N. Y., *604*, 3/14/19.

80 cents: recommendation in Midwest Engine Co., Indianapolis, Ind., *562*, 3/14/19.

75 cents: recommendation in Patternmakers, Columbus, Ohio, *670*, *671*, that this rate, which had been agreed upon in June, 1918, should be continued.

for molders and coremakers,

75 cents ($6.00 per 8-hour day): umpire's award in Molders, Warren, Ohio, *437*, 1/8/19; Molders, Chicago, Ill., *87 sup.*, 3/14/19, increased from $5.50 per 8-hour day, *87*, 6/12/18.

72½ cents for fully skilled molders and coremakers; 62½ cents for workmen of less or limited skill: umpire's award in Hyde Windlass Co., Bath, Me., *354*, 4/9/19.

72 cents: recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.

70 cents: umpire's award in Parsons Co., Newton, Iowa, *831*, 4/9/19.

65 cents: Waynesboro, Pa., cases *40*, 7/11/18; Molders, Ridgway, Pa., *349*, 12/20/18; Molders, Williamsport, Pa., *355*, 12/20/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

$5.75 per 8-hour day: umpire's award in Iron Molders, Elizabeth, N. J., *160*, 12/17/18.

$5.64 per 8-hour day: umpire's award in Baker Manufacturing Co., Saratoga Springs, N. Y., Davison-Namack Foundry Co., Ballston Spa, N. Y., *403*, 4/8/19.

$5.80 per 9-hour day: Pero Foundry Co., Worcester, Mass., *757*, 3/26/19.

$5.64 per 9-hour day: umpire's award in Rochester Founders, Inc., Rochester, N. Y., *474*, 3/6/19.

for blacksmiths,

75 cents: National Refining Co., Coffeyville, Kans., *97*, 8/28/18.

65 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; by agreement in New York Central Iron Works Co., Hagerstown, Md., *297*, 9/26/18.

60 cents: Pollak Steel Co., Carthage, Cincinnati, Ohio, *102*, 8/21/18.

55 cents: Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., *12*, 7/31/18.

Blacksmith's helper, 45 cents: Waynesboro, Pa., cases, *40*, 7/11/18; Pollak Steel Co., Carthage, Cincinnati, Ohio, *102*, 8/21/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19. See also reference to National Refining Co. award under "Machinists' helpers."

for boilermakers,

72 cents: umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18.

60 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

Boilermaker specialists, 55 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

Helpers, 49 cents: umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18. *45 cents:* Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19. See also reference to National Refining Co. award under "Machinists' helpers."

and for kindred trades;

On laborers see note near the end of this section. On various other metal-working occupations and other occupations in metal-working plants see Waynesboro, Pa., cases, *40*, 7/11/18; Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18; Pollak Steel Co., *102*, 8/21/18; agreement in New York Central Iron Works Co., Hagerstown, *297*, 9/26/18; umpire's award in Worthington Pump & Machinery Corp., Cudahy, *163*, 12/20/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; umpire's award in National Marine Engine Co., *674*, 5/7/19; layerouts (76½ cents) in recommendations by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., *571*, 4/11/19; Ironworkers in Sexauer & Lemke, *857*, 1/15/19; puddlers, finishers, etc., in Reading Iron Co., *416*, 11/19/18, and, with *416*, also recommendations in *419*, *420*, *421*, *422*, *422 a*, *422 b*.

Wages were also increased in cases which are cited in section entitled Wage Increases (p. 95).

and it has named the minimum wages to be paid to men engaged in other occupations, as structural iron workers,

85 cents: umpire's award in Bridge, Structural, and Ornamental Iron Workers of Kansas City, Mo., *526*, 5/9/19.

and bricklayers,

$1.00: recommended in Building Trades of San Antonio, Tex., *216*, 1/30/19.

In Tri-City Bricklayers' Union, Rock Island, Ill., *676*, 2/11/19, however, the board refused to alter the award of an umpire for the parties who had decided in favor of *81¼ cents* except for work taken before 1/1/18, which should be finished at *75 cents*.

See also Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

and plumbers,

93¾ cents: recommended in Building Trades of San Antonio, Tex., *216*, 1/30/19.

Over 4 years' experience, 60 cents; under 4 years' experience, 50 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

and painters,

75 cents: recommended in Building Trades of San Antonio, Tex., *216*, 1/30/19.

60 cents: Philadelphia Painters, *230*, 11/19/18.

Over 4 years' experience, 60 cents; under 4 years' experience, 50 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.

and carpenters,

72½ cents: National Refining Co., Coffeyville, Kans., *97*, 8/28/18.

50 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19. See also recommendation in J. A. McNulty, Minneapolis, Minn., *261*, 4/11/19, by vote of majority of board.

48 cents: Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., *12*, 7/31/18.

80 cents for employees engaged on ship joinery and millwork for ships being built under control of Emergency Fleet Corporation; Philadelphia Carpenters, *315*, 11/19/18.

and metal lathers,

87½ cents: recommended in Building Trades of San Antonio, Tex., *216*, 1/30/19.

and coopers,

65 cents: Sinclair Refining Co., Coffeyville, Kans., *395*, 11/20/18.
55 cents: National Refining Co., Coffeyville, Kans., *97*, 8/28/18. This was raised by the company to 65 cents; see discussion in *395*.

and car coopers,

55 cents: Recommendation in J. A. McNulty, Minneapolis, Minn., *261*, 4/11/19, by vote of majority of board.

and electrical workers,

First class, 67½ cents; second class, 62½ cents; helpers, 40 cents: Bethlehem Steel Co., Bethlehem, Pa., *22*, 7/31/18.
Electricians, 72 cents; helpers, 49 cents: umpire's award in Worthington Pump & Machinery Corporation, Cudahy, Wis., *163*, 12/20/18.
Electricians, over 4 years' experience, 60 cents; under 4 years' experience, 50 cents: Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19.
Linemen, 70 cents: Northern Indiana Gas & Electric Co., Hammond, Ind., *45*, 11/22/18; Erie Lighting Co., Erie, Pa., *133*, 11/22/18.
Linemen, 56¼ cents; substation operators, $90.00 per month: United Gas & Electric Co., New Albany, Ind., *725*, 3/4/19.
Journeymen electrical workers, 75 cents: Intermountain Power Co., Spokane, Wash., *440*, 11/22/18.
In Electrical Workers of Municipal Gas Co., Albany, N. Y., *1041*, 4/30/19, the award fixed wages for electrical workers in various occupations, including *cable splicers, $5.75 to $6.40 per day; line foremen, $6.00 per day; linemen, $5.50 per day; linemen apprentices, $4.50 per day.* The day was of nine hours.
In San Joaquin Light & Power Co., Taft, Calif., *368*, 1/16/19, the Federal Oil Board of California had established rates for electrical workers based on experience, and the War Labor Board approved that award as it felt that jouneymen electrical workers should have four years' experience before receiving $7 for eight hours' work (87½ cents per hour).

and laborers,

45 cents: Corn Products Refining Co., *130*, 11/21/18.
42 cents: recommended in Crown Cork & Seal Co., Baltimore, Md., *830*, 2/11/19; recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., St. Paul, Minn., *571*, 4/11/19.
40 cents: Waynesboro, Pa., cases, *40*, 7/11/18; Pollak Steel Co., Carthage, Cincinnati, Ohio, *102*, 8/21/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; umpire's award in National Marine Engine Co., Scranton, Pa., *674*, 5/7/19. See also Commonwealth Steel Co., Granite City, Ill., *472*, 11/9/18; Carpenter Steel Co., Reading, Pa., *913*, 2/12/19.
38 cents: Sloss-Sheffield Steel & Iron Co., Birmingham, Ala., *12*, 7/31/18.
37 cents: recommended in Florida Fertilizer Manufacturers, *680*, 2/18/19, by vote of majority of board.
30 cents: recommended in Building Trades of San Antonio, Tex., *216*, 1/30/19.
Building trade laborers, 55 cents: Hod Carriers' Union, *104*, 1/15/19. This rate was being paid to unskilled and semiskilled laborers by way of compromise pending the decision of the board and the board decided that it should remain in force.

and in other lines of work,

Paper makers: Newsprint Paper, *35*, 6/27/18, *sup.*, 1/28/19.
Teamsters, etc.: Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18; Waynesboro, Pa., cases, *40*, 7/11/18; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; Municipal Gas Co., *1041*, 4/30/19.
Laundry workers: Little Rock, Ark., Laundries, *233*, 11/9/18.
Clerical workers: General Electric Co., Schenectady, *127 sup.*, 11/22/18.
Storeroom clerks and timekeepers, 52 cents: recommended by board by majority vote in Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., *571*, 4/11/19.

Fire fighters: Fire Fighters of Jackson, Miss., *747*, 3/26/19.
Meat cutters, $25.00 per week; *grocery clerks and drivers*, $23.00 per week: Meat Cutters of East St. Louis, Ill., *829*, 3/4/19.
Various employees of the National Refining Co., *97*, 8/28/18; Corn Products Refining Co., *130*, 11/21/18; Waynesboro, Pa., *40*, 7/11/18; Crown Cork & Seal Co., *830*, 2/11/19; Chambersburg, Pa., *371*, 3/11/19. In *830* there was simply a recommendation. See also Commonwealth Steel Co., *472*, 11/9/18. Wages were also increased in cases which are cited in section entitled Wage Increases (p. 95).

The board has also named minimum wages to be paid to women who were engaged in particular occupations.

Clerical workers aged 18 or over, $16.50 per week (about 34 cents per hour): General Electric Co., Schenectady, N. Y., *127 sup.*, 11/22/18.
Cashiers and other female help, $15.00 per week: Meat Cutters of East St. Louis, Ill., *829*, 3/4/19.
$10.50 per week for scrub women who worked two and a half hours early in the morning and two and a half hours early in the evening: General Electric Co., Schenectady, N. Y., *127*, 7/31/18.
See also under Street railway cases, section on Minimum Wages for Other Employees, concerning minimum wages for women (p. 111).

PROVISIONS FOR MORE OR LESS THAN MINIMUM RATES.

Moreover, it has established higher rates for overtime work,

Under title of Hours of Labor see section on Payment for Overtime (p. 80).

for night work,

5 per cent higher than day work: General Electric Co., Pittsfield, *19*, 7/31/18; General Electric Co., Schenectady, *127*, 7/31/18; Pollak Steel Co., *102*, 8/21/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; umpire's award in Madison Machinists, *195*, 2/18/19; Walworth Manufacturing Co., *274*, 3/6/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/12/19. See also Machinists, Philadelphia, *400*, 12/20/18; Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; Lancaster, Pa., cases, *873* to *877*, 4/11/19.

and for special services,

Under title Hours of Labor (p. 79) see sections on Sundays and Holidays, Guarantee of Minimum Number of Hours (p. 84), Payment for Overtime (p. 80), Street Railway Hours (p. 85). Under Street Railway Cases see section on Provisions for More or Less than Minimum Rates (p. 112).
In Wharton Steel Co., *798*, 3/14/19, the board awarded 50 cents per day extra pay to men while they were engaged in sinking shaft or winze.
In Carpenters of Denver, Colo., *538*, 12/19/18, the workers were awarded nine hours' pay for eight hours' work because of the isolated location of the operations upon which they were employed.
In Louisville Gas & Electric Co., *1050*, 4/11/19, workers who were constructing a transmission line from Louisville, Ky., to a camp 30 miles distant were awarded payment for time actually spent in going from their homes to the jobs and returning from their jobs to their homes.

than were to be paid for the usual daily work.

On the other hand, it has provided that the minimum rates established by it shall not apply to those who, by reason of old age or permanent physical incapacity, are unable to perform a normal day's work,

St. Louis Car Co. *4 a*, 10/11/18; Willys-Overland Co., *95*, 10/11/18; Reading Iron Co., *416*, 11/19/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; umpire's award in Madison Machinists, *195*, 2/18/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; Machinists, Hamilton, Ohio, *978*, 4/10/19; recommendations in the following cases: Carpenter Steel Co., *913*, 2/12/19;

Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; Lancaster, Pa., cases, *873 to 877*, 4/11/19.

or to inexperienced beginners or apprentices who are under 21 years of age.

St. Louis Car Co., *4 a*, 10/11/18; Willys-Overland Co., *95*, 10/11/18; Standard Wheel Co., *176*, 10/25/18; Little Rock Laundries, *233*, 11/9/18; American & British Manufacturing Co., *594*, 2/12/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; Machinists, Hamilton, Ohio, *978*, 4/10/19. See also General Electric Co., Pittsfield, *19*, 7/31/18; Waynesboro, Pa., cases, *40*, 7/31/18; General Electric Co., Schenectady, *127*, 7/31/18; Bridgeport Munition Workers, *132*, 8/28/18; St. Louis Coffin Co., *258*, 11/19/18; recommendations in Steacy-Schmidt Manufacturing Co., *454*, 4/11/19, and in Lancaster, Pa., cases, *873 to 877*, 4/11/19. Minimum rates for women who were apprentices or new employees were established in Standard Wheel Co., *176*, 10/25/18. See also the provisions as to minimum wages for women in section on Minimum Wages for Plant (p. 97).

So also, in the General Electric Co., Schenectady, award,

127, 7/31/18.

the board established a lower minimum wage for scrub women, who worked two and a half hours early in the morning and two and a half hours early in the evening, than the general minimum wage for women employees in the plant.

CLASSIFICATION.

As regards machinists, classification has been granted directly in a few cases,

Worthington Pump & Machinery Corporation, East Cambridge, *14*, 7/11/18, *sup.*, 10/24/18; Waynesboro, Pa., cases, *40*, 7/11/18; by agreement in New York Central Iron Works Co., Hagerstown, *297*, 9/26/18; umpire's award in Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18; Midvale Steel & Ordnance Co., *129*, 2/11/19; umpire's award in Chambersburg, Pa., cases, *371*, 3/11/19; A. H. Petersen Manufacturing Co., *320*, 3/14/19; umpire's award in National Marine Engine Co., *674*, 5/7/19; recommendations by board by majority vote in Minneapolis Steel and Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19, and in American Hoist & Derrick Co., *571*, 4/11/19.

while in other cases it has been granted indirectly by basing the awards upon awards by other departments of Government which had granted classification.

Bethlehem Steel Co., *22*, 7/31/18; Philadelphia Machinists, *400*, 12/20/18. See also umpire's award in Worthington Pump & Machinery Corporation, Cudahy, *163*, 12/20/18.

In certain other cases the board has referred the question to committees which were created under the auspices of the board.

Newsprint Paper, *35*, 6/27/18, *sup.*, 7/26/18, *sup.*, 1/28/19; Bridgeport Munition Workers, *132 Interpretation*, 9/4/18; St. Louis Coffin Co., *258*, 11/19/18; Aroostook Paper Co., *21 a*, 1/15/19; B. F. Sturtevant Co., *393*, 1/30/19.

PIECEWORK AND BONUS.

The board has repeatedly refused to abolish the piecework system.

Waynesboro cases, *40*, 7/31/18; St. Louis Coffin Co., *258*, 11/19/18; Walworth Manufacturing Co., *274*, 3/6/19; umpire's award in Chambers-

burg cases, *371*, 3/11/19. See also recommendations in Emerson-Brantingham Co., Batavia, Ill., *106*, 1/29/19, and in Russell Motor Car Co., *122*, 3/4/19.

It has, however, provided for the revision of piece rates;

Bethlehem Steel Co., *22*, 7/31/18; St. Louis Car Co., *4 a*, 10/11/18; Corn Products Refining Co., *130*, 11/21/18; Walworth Manufacturing Co., *274*, 3/6/19. See also St. Louis Coffin Co., *258*, 11/19/18.

In *274* it was recommended that "piece-rate workers be guaranteed the minimum hourly rate for time lost in waiting for materials, etc., due to circumstances beyond the worker's control." Consider also *22* on this point.

it has sometimes increased those rates;

General Electric Co., Pittsfield, *19*, 7/31/18; General Electric Co., Schenectady, *127*, 7/31/18; Molders, Warren, Ohio, *437*, 1/8/19; Wilkesbarre cases, *638*, 2/20/19.

In Minneapolis Steel & Machinery Co., *46*, 4/11/19; in St. Paul Foundry Co., *570*, 4/11/19; and in American Hoist & Derrick Co., *571*, 4/11/19, the readjustments recommended did not apply to piece rates.

and it has provided that there should be no reductions in earnings by reason of the award,

Bethlehem Steel Co., *22*, 7/31/18; Corn Products Refining Co., *130*, 11/21/18; Madison Machinists, *195*, 2/20/19. See also Midvale Steel & Ordnance Co., *129*, 2/11/19; Minneapolis Steel & Machinery Co., *46*, 4/11/19; St. Paul Foundry Co., *570*, 4/11/19; American Hoist & Derrick Co., *571*, 4/11/19.

and no reduction in piece rates during the war.

General Electric Co., Pittsfield, *19*, 7/31/18; Bethlehem Steel Co., *22*, 7/31/18. No reduction during the war "except by mutual agreement through representative conferences on the basis of collective bargaining between the parties to whom this award applies:" St. Louis Car Co., *4 a*, 10/11/18.

Where minimum wages have been established in a plant their protection has, of course, extended to the piece-rate workers.

St. Louis Car Co., *4 a*, 10/11/18; Midvale Steel & Ordnance Co., *129*, 2/11/19; Madison Machinists, *195*, 2/18/19; Wilkesbarre cases, *638*, 2/20/19; umpire's award in Chambersburg cases, *371*, 3/11/19. See also Bethlehem Steel Co., *22*, 7/31/18; recommendation in Emerson-Brantingham Co., Batavia, Ill., *106*, 1/29/19. It is recommended that "piece-rate workers be guaranteed the minimum hourly rate for time lost in waiting for materials, etc., due to circumstances beyond their control:" Walworth Manufacturing Co., *274*, 3/6/19.

It has provided that "In the fixing of piece rates provision should be made for overtime payment such as is now made in the case of time workers."

Bethlehem Steel Co., *22*, 7/31/18.

"In calculating the overtime rate for piecework, the piece rate shall be used as a basis and not the day rate: *Provided*, That this change from former practice shall be found by the supervising examiner to be impracticable or subject to abuse, he may direct a return to former practice and fix adequate proportionate day rates upon which all overtime shall be calculated."

General Electric Co., Schenectady, *127*, 7/31/18.

In some cases it has held that "all bonuses now paid by the company shall be considered wages in computing the amount of increase due each employee;"

General Electric Co., Schenectady, *127 sup.*, 11/22/18. See also *127*, 7/31/18. "In estimating present day and piece rates the 12½ per cent bonus and the 2½ per cent attendance bonus shall be continued and regarded as wages: "General Electric Co., Pittsfield, *19*, 7/31/18.

while in other cases in which it has granted increases in rates it has decided that "all bonus and premium payments heretofore in effect may be abolished by the company."

Reading Iron Co., *416*, 11/19/18. See also Bethlehem Steel Co., *22*, 7/31/18; Machinists, Philadelphia, *400*, 12/20/18; Madison Machinists, *195*, 2/18/19. In Bethlehem Steel Co. the board criticized the bonus system in operation in the plant and declared that it should be entirely revised or eliminated. Compare Waynesboro, Pa., cases, *40*, 7/31/18, where the request of the employees that all piecework and premium work be abolished was denied.

In Union Carbide Co., *174*, 1/15/19, where the company had been giving to punctual employees an attendance bonus which amounted to 60 hours' pay for 55 hours' work, the board increased the hourly rate 10 per cent, but provided that the hours of labor should "continue as at present," and that "The production and attendance bonuses earned by the employees are not to be computed as a part of the basic rate. From and after the date of this award it is optional with the company as to the continuance of the attendance and production bonuses." See further on this case in section entitled Other Awards on Hours (p. 76).

"The Section decides that if the bonus paid over and above the wage scale agreed to by the employers and employees was a voluntary contribution to the men on the part of the companies, and in making this contribution or bonus the employers stated that it was to continue until further notice, the workmen are not entitled to the bonus in addition to the wage award made by the National War Labor Board unless the employers desire to continue it as a voluntary act, as was done prior to this dispute arising. The Section also finds on account of the notices posted by the employers that the bonus would continue until further notice; that they are morally bound to pay this bonus to the men until such notice is given to the men of the discontinuance; and that no part of the bonus shall be deducted from the wages of the men or the retroactive money that was earned and due the men by the award:" Newsprint Paper, *35*, *Interpretation*, 7/26/18.

"The award of the National War Labor Board neither deals with nor recognizes bonuses or other forms of gratuities as constituting part of the minimum wage scale adopted as the basis for establishing uniform wages for the classifications enumerated in the mills. Any bonus or gratuity paid by the International Paper Company or by any other mill shall be wholly disregarded in the computation of the arrears of wages accruing to employees under the award:" Newsprint Paper, *35*, *Decision of Umpire*, 1/28/19.

TIME AND MANNER OF PAYMENT.

A few of the awards and recommendations deal with the time and the manner of paying the workers. Thus, it has been decided that payment should be made weekly,

Waynesboro, Pa., cases, *40*, 7/11/18; Northern Indiana Gas & Electric Co., *45*, 11/22/18; by agreement in Corn Products Refining Co., *130*, 11/21/18; recommendations in Steacy-Schmidt Manufacturing Co., *454*, 4/11/19; and in Lancaster, Pa., cases, *873*, 4/11/19.

upon company's time,

Waynesboro, Pa., cases, *40*, 7/11/18; recommendations in Steacy-Schmidt Manufacturing Co., *454*, 4/11/19, and in Lancaster, Pa., cases, *873*, 4/11/19.

and that no more than two days' pay,

Recommendations in Steacy-Schmidt Manufacturing Co., *454*, 4/11/19, and in Lancaster, Pa., cases, *873*, 4/11/19.

or three days' pay,

Waynesboro, Pa., cases, *40*, 7/11/18.

should be retained; while in one case

St. Louis Car Co., *4 a*, 10/11/18.

the parties agreed upon semimonthly pay days and cash payments and this agreement was made a part of the award. On the other hand, in Tennessee Copper Co.

1028, 4/10/19.

the pay days were fixed by State law and no change was recommended by the board.

In several cases the board has recognized the right of employees to necessary expenses when sent away from their home stations;

National Refining Co., *97*, 8/28/18; Sinclair Refining Co., *395*, 11/20/18; Spokane & Inland Empire Railroad Co., *503*, 3/27/19. Compare Montana Power Co., *583*, 2/13/19. *503* and *583* deal specifically with board and lodging.

but it has also sustained the practice of companies which maintained camps in charging the men in those camps definite sums, which were passed upon by the board and approved by it as reasonable, for board and lodging;

See citations in section on Protecting Health and Safety of Workers (p. 67).

and the joint chairmen as arbitrators approved of definite deductions from wages in order to supply a physician and to maintain a school.

Sloss-Sheffield Steel & Iron Co., *12*, 7/31/18. The company charged against the employees $1.00 per month for a physician and 50 cents per month for the maintenance of a school. "The arbitrators find that under the conditions prevailing in the neighborhood this is practically the only way of securing medical service and proper educational facilities. The obligation upon the company to select a physician with care and to see to the proper administration of the school fund thus created is obvious and should be strictly fulfilled. The arbitrators do not find the charge for a physician is unreasonable. if proper medical service is rendered. The total sum collected from all employees should secure a competent physician and surgeon and proper medical equipment. Indeed, the establishment of a small hospital, it seems to the arbitrators, would not be unreasonable."

In the case last cited, however, it was necessary to direct the discontinuance of the practice, admitted by the company to exist, under which 20 per cent discount had been exacted from advances to employees.

"It is hoped that the increase in wages herein allowed will prevent the necessity of frequent applications for these advances, but, if made, no discount should be charged."

QUESTIONS REFERRED TO COMMITTEES.

We have already seen that in a number of instances the board has left problems concerning wages to collective bargaining between the parties.

Under Right to Organize see section on Duties of Committees (p. 61).

To such action it has at times committed such problems as classification, minimum rates, wage scales, payment for overtime, payment for special services, and payment of less than established minimum rates to persons physically incapacitated or to some beginners.

For example, in Carpenter Steel Co., *913*, 2/12/19, it said, "The product of the establishment involves such varied and complicated operations, and consequent multitudinous schedules, an equitable adjustment of the wages of all employees involved can be accomplished only by conference between the management and the committees above contemplated, who are alone familiar with all the conditions, and the board finds that wages shall be adjusted by conferences between the management and such committees of employees."

III. STREET RAILWAY CASES.

MOTORMEN AND CONDUCTORS.

The wages awarded to motormen and conductors by the board or by the joint chairmen as arbitrators have ranged from 36 cents for the first three months of service, 38 cents for the next nine months, and 40 cents thereafter up to an award of 61 cents, 63 cents, and 65 cents for similar periods of service. The lowest awards were for southern lines, while the highest award was for Butte, Montana.

First three months, *36 cents;* next nine months, *38 cents;* thereafter, *40 cents:* Memphis Street Railway Co., Memphis, Tenn., *205*, 10/24/18; Charleston Consolidated Railway & Lighting Co., Charleston, S. C., *695*, 11/20/18; Georgia Railway & Power Co., Atlanta, Ga., *159*, 12/5/18; Knoxville Railway & Light Co., Knoxville, Tenn., *251*, 1/15/19.

38 cents, 40 cents, 42 cents: Joplin & Pittsburg Railway Co., Joplin, Mo., and Pittsburg, Kans., *23*, 7/31/18; Cleveland, Southwestern & Columbus Railway Co., Elyria, Ohio, *57*, 7/31/18; New Orleans Light & Power Co., New Orleans, La., *98*, 7/31/18, 10/24/18; Galesburg Railway, Lighting & Power Co., Galesburg, Ill., *109*, 7/31/18, *109, sup.*, 12/5/18; Pennsylvania-New Jersey Railway Co., Trenton, N. J., *131*, 7/31/18; Cleveland & Eastern Traction Co., Cleveland, Ohio, *167*, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., Cleveland, Ohio, *193*, 7/31/18; Kansas City & Western Railway Co., Leavenworth, Kans. (city limits), *93*, 10/24/18; Auburn & Syracuse Electric Railroad Co., Auburn, N. Y. (city lines), *203*, 11/20/18; Syracuse Suburban Railway Co., *279*, 11/21/18; Empire State Railroad Corporation, Syracuse, N. Y. (city lines), *289*, 11/21/18; Cincinnati, Milford & Loveland Traction Co., Cincinnati, Ohio, *410*, 11/22/18; Ottumwa Railway & Light Co., Ottumwa, Iowa, *268*, 12/5/18; Toledo, Bowling Green & Southern Traction Co., Findlay, Ohio (city lines), *527*, 12/5/18; Ohio Electric Railway Co., Lima City Lines, *296*, 1/15/19; Ohio Electric Railway Co., Zanesville Lines, *627 a*, Newark Lines (as to city lines), *627 c*, 1/15/19; St. Joseph Railway, Light, Heat & Power Co., St. Joseph, Mo., *950*, 2/4/19; recommendation in Louisville & Northern Railway & Lighting Co., New Albany, Ind. (as to motormen on city lines), *555*, 4/10/19.

38 cents, 40 cents, 43 cents: Toledo, Bowling Green & Southern Traction Co., Findlay, Ohio (interurban lines), *527*, 12/5/18.

39 cents, 41 cents, 43 cents: Lewiston, Augusta & Waterville Street Railway Co., Augusta, Me., *448*, 11/20/18; Cleveland & Erie Traction Co., Girard, Pa. (an interurban line), *631*, 2/4/19.

41 cents, 42 cents, 43 cents, established by the company after the hearing before the examiner, declared by the board to be a just wage: Reading Transit & Light Co., Norristown Division, Reading, Pa., *550*, 2/4/19.

41 cents, 43 cents, 45 cents: Scranton Railway Co., Scranton, Pa., *42*, 7/31/18; East St. Louis Lines, East St. Louis, Ill., *43*, 7/31/18; Schenectady Railway Co., Schenectady, N. Y., *44*, 7/31/18; Evanston Railway Co., Evanston, Ill., *59 c*, 7/31/18; Public Service Railway Co., Newark, N. J., *69*, 7/31/18; New York State Rys. (Rochester, Syracuse, Utica), *120*, 7/31/18; Columbus Railway, Power & Light Co., Columbus, Ohio, *146*, 7/31/18; Omaha & Council Bluffs Street Railway Co., Omaha, Neb., *154*, 7/31/18; Kansas City & Western Railway Co., Leavenworth, Kans. (interurban), *93*, 10/24/18; Dayton Street Railway Co., Dayton, Ohio, *150*, 10/24/18; Philadelphia Railways Co., Philadelphia, Pa., *442*, 10/24/18; East St. Louis, Columbia & Waterloo Railway, East St. Louis, Ill., *175*, 11/20/18; Cumberland County Power & Light Co., Portland, Me., *432*, 11/20/18; Syracuse Northern Electric Railway, *246*, 11/21/18; Empire State Railroad Corporation, Syracuse, N. Y. (interurban lines), *289*, 11/21/18; Cincinnati, Lawrenceburg & Aurora Electric Street Railroad Co., Cincinnati, Ohio, *407*, 11/22/18; Cincinnati & Columbus Traction Co., *409*, 11/22/18; Bay State Street Railway Co., Boston, Mass., *634*, 12/4/18; Buffalo & Lake Erie Traction Co., Erie, Pa., *628*, 12/5/18; Ohio Electric Railway Co., Lima Interurban Lines, *627*, Springfield Interurban Lines, *627 b*, Newark Lines (as to interurban lines), *627 c*, 1/15/19; Louisville Railway Co., Louisville, Ky., *414*, 2/4/19; recommendations in the following cases: Spokane & Inland Empire Railroad Co., *503*, 3/27/19; Pacific Electric Railway Co., Los Angeles, Calif. (as to city street car passenger service), *214*, 4/9/19; Louisville & Northern Railway & Lighting Co., New Albany, Ind. (as to interurban lines), *555*, 4/10/19; Los Angeles Railway Corporation, Los Angeles, Calif., *753*, 4/10/19.

42 cents, 44 cents, 46 cents: Louisville Interurban Railway Co., *414 a*, 2/4/19; Pacific Gas & Electric Co., Sacramento, Calif., *1125*, 4/10/19.

42 cents, 44 cents, 47 cents: Boston & Worcester Street Railway Co., Framingham, Mass., *851*, 1/15/19.

43 cents, 46 cents, 48 cents: Cleveland Railway Co., Cleveland, Ohio, *31*, 7/31/18; Detroit United Railway Co., Detroit, Mich., *32*, 7/31/18; Chicago Surface Lines, Chicago, Ill., *59 a*, 7/31/18; Chicago & West Towns Railway Co., Chicago, Ill., *59 b*, 7/31/18; International Railway Co., Buffalo, N. Y., *152*, 7/31/18; Rhode Island Co., Providence, R. I., *180*, 10/2/18; Boston Elevated Railway Co., Boston, Mass., *181*, 10/2/18; Kansas City Railways Co., Kansas City, Mo., and Kansas City, Kans., *265*, 10/24/18; Denver Tramway Co., Denver, Colo., *173*, 11/20/18; Cincinnati Traction Co., Cincinnati, Ohio, *408*, 11/21/18; by agreement in Washington Railway & Electric Co., Washington D. C., *1049*, 3/25/19; San Francisco-Oakland Terminal Railways (as to Traction Division), *610*, 4/10/19.

43½ cents, 45½ cents, 47½ cents: recommended in Pacific Electric Railway Co., Los Angeles, Calif. (as to interurban passenger service), *214*, 4/9/19.

45 cents, 48 cents, 50 cents: San Francisco-Oakland Terminal Railways (as to Key Division), *610*, 4/10/19.

46 cents, 48 cents, 50 cents: Portland Railway, Light & Power Co., Portland, Ore., *72*, 10/24/18.

61 cents, 63 cents, 65 cents: Butte Electric Railway Co., Butte, Mont., *271*, 11/20/18.

In Savannah Electric Co., Savannah, Ga., *748*, 12/17/18, the company paid for the first year *38 cents*, second, *39*, third, *40*, fourth, *41*, fifth and thereafter, *42*, and offered to substitute a wage of first three months, *36* cents, next nine months, *38* cents, and thereafter, *40* cents, if the men so desired. The board made no change in the wage scale.

In San Diego Electric Railway Co., San Diego, Calif., *452*, 4/10/19, the company paid motormen and conductors *40* cents for the first year and *45* cents thereafter. The board approved the wages and suggested no increase.

The rates were fixed for the period of the war only, and therefore there was substituted for more extended graduation of rates by years a shorter period for the increases.

PERCENTAGE INCREASES FOR OTHER EMPLOYEES.

When the wages of motormen and conductors have been increased the same percentage of increase has frequently been awarded to other employees whose claims had been submitted for adjudication;

See the street railway cases on Minimum wages; Philadelphia Railways Co., *442*, 10/24/18; and cases in next note.

By agreement between the company and the employees the award in Bay State Street Railway Co., *634*, 12/4/18, contains this unusual provision, "The aggregate wage now paid to each classification, other than motormen and conductors, which is before the board for fixation, shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by the award, and this aggregate amount of the increases is to be distributed among the individuals in the classification by agreement of the joint committee of the employees and the company that is now readjusting the classifications and the rates therein, and in case of failure to reach an agreement the matter shall be referred to the board for settlement." Immediately after this award the committee reclassified the miscellaneous employees. There had been, for instance, about 20 different rates of pay per hour for pitmen and even more for carpenters. After reclassification there were only two rates for pitmen and only two rates for carpenters.

The percentage increase in New Orleans Railway & Light Co., *98*, 7/31/18, was changed 10/24/18 to an increase of 10 cents an hour.

but in the more recent cases in making such percentage increases it is expressly stated that this portion of the award does "not apply to such employees who are already receiving union craft rates nor operate to increase wages beyond such rates."

Boston Elevated Railway Co., *181*, 10/2/18; Portland Railway, Light & Power Co., *72*, 10/24/18; New Orleans Railway & Light Co., *98*, 10/24/18; Dayton Street Railway Co., *150*, 10/24/18; Denver Tramway Co., *173*, 11/20/18; Auburn & Syracuse Electric Railroad Co., *203*, 11/20/18; Cumberland County Power & Light Co., *432*, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., *448*, 11/20/18; Syracuse Northern Electric Railway, *246*, 11/21/18; Rochester & Syracuse Railway Co., *278*, 11/21/18; Empire State Railroad Corp., *289*, 11/21/18; Cincinnati Traction Co., *408*, 11/21/18; Cincinnati & Columbus Traction Co., *409*, 11/22/18; Cincinnati, Milford & Loveland Traction Co., *410*, 11/22/18; Bay State Street Railway Co., *634*, 12/4/18; Georgia Railway & Power Co., *159*, 12/5/18; Toledo, Bowling Green & Southern Traction Co., *527*, 12/5/18; Buffalo & Lake Erie Traction Co., *628*, 12/5/18; Knoxville Railway & Light Co., *251*, 1/15/19; Boston & Worcester Street Railway Co., *851*, 1/15/19; Louisville Railway Co., *414*, Louisville Interurban Railroad Co., *414 a*, 2/4/19, 4/11/19; St. Joseph Railway, Light, Heat & Power Co., *950*, 2/4/19. See also Ohio Electric Railway Co., Lima Interurban Lines, *627*. Springfield Interurban Lines, *627 b*, Newark Lines, *627 c*, 1/15/19; Los Angeles Railway Corp., *753*, 4/10/19.

On this point compare the terms of the award in New Orleans Railway & Light Co., *98*, 7/31/18, with the reasons given for revising that award 10/24/18 and the terms of the revised award. The provision quoted in the text does not necessarily call for the raising of the wages of the other employees up to the union craft rates: Appeal from Examiner's Interpretation, New Orleans Railway & Light Co., *98*, 12/17/18.

MINIMUM WAGES FOR OTHER EMPLOYEES.

A minimum wage has also been awarded to these other employees. It has usually been 42½ cents or 42 cents per hour.

44 cents: Portland Railway, Light & Power Co., Portland, Oreg., *72*, 10/24/18.

42½ cents: Scranton Railway Co., Scranton, Pa., *42*, 7/31/18; East St. Louis Lines, East St. Louis, Ill., *43*, 7/31/18; Schenectady Railway Co., Schenec-

tady, N. Y., *44*, 7/31/18; Chicago & West Towns Railway Co., Chicago, Ill., *59 b*, 7/31/18; Evanston Railway Co., Evanston, Ill., *59 c*, 7/31/18; New York State Railways (Rochester, Syracuse, Utica), *120*, 7/31/18; Columbus Railway, Power & Light Co., Columbus, Ohio, *146*, 7/31/18; International Railway Co., Buffalo, N. Y., *152*, 7/31/18; Omaha & Council Bluffs Street Railway Co., Omaha, Neb., *154*, 7/31/18; Rhode Island Co., Providence, R. I., *180*, 10/2/18; Boston Elevated Railway Co., Boston, Mass., *181*, 10/2/18; Dayton Street Railway Co., Dayton, Ohio, *150*, 10/24/18; Kansas City Railways Co., Kansas City, Mo., and Kansas City, Kans., *265*, 10/24/18; Detroit United Railway Co., Detroit, Mich., *32 sup.*, 11/20/18; Denver Tramway Co., Denver, Colo., *173*, 11/20/18; East St. Louis, Columbia & Waterloo Railway, East St. Louis, Ill., *175*, 11/20/18; Cumberland County Power & Light Co., Portland, Me., *432*, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., Augusta, Me., *448*, 11/20/18; Cincinnati Traction Co., Cincinnati, Ohio, *408*, 11/21/18; Cincinnati & Columbus Traction Co., *409*, 11/22/18; Bay State Street Railway Co., Boston, Mass., *634*, 12/4/18; Buffalo & Lake Erie Traction Co., Erie, Pa., *628*, 12/5/18; Knoxville Railway & Light Co., Knoxville, Tenn., *251*, 1/15/19; Boston & Worcester Street Railway Co., Framingham, Mass., *851*, 1/15/19; recommendation in Los Angeles Railway Corporation, Los Angeles, Calif., *753*, 4/10/19.

42 cents: Joplin & Pittsburg Railway Co., Joplin, Mo., and Pittsburg, Kans., *23*, 7/31/18; Cleveland, Southwestern & Columbus Railway Co., Elyria, Ohio, *57*, 7/31/18; Chicago Surface Lines, Chicago, Ill., *59 a*, 7/31/18; New Orleans Light & Power Co., New Orleans, La., *98*, 7/31/18 (which, however, was changed on 10/24/18 to 38 cents); Pennsylvania-New Jersey Railway Co., Trenton, N. J., *131*, 7/31/18; Auburn & Syracuse Electric Railroad Co., Auburn, N. Y., *203*, 11/20/18; Syracuse Northern Electric Railway, *246*, 11/21/18; Rochester & Syracuse Railroad Co., Syracuse, N. Y., *278*, 11/21/18; Empire State Railroad Corp., Syracuse, N. Y., *289*, 11/21/18; Cincinnati, Milford & Loveland Traction Co., Cincinnati, Ohio, *410*, 11/22/18; Toledo, Bowling Green & Southern Traction Co., Findlay, Ohio, *527*, 12/5/18; Cleveland & Erie Traction Co. (an interurban line), Girard, Pa., *631*, 2/4/19; St. Joseph Railway, Light, Heat & Power Co., St. Joseph, Mo., *950*, 2/4/19. See also Ohio Electric Railway Co., Lima Interurban Lines, *627*, Springfield Interurban Lines, *627 b*, Newark Lines, *627 c*, 1/15/19.

40 cents: Louisville Railway Co., Louisville, Ky., *414*, 2/4/19; Louisville Interurban Railroad Co., Louisville, Ky., *414 a*, 2/4/19; United Traction Co., Albany, N. Y., *96*, 7/31/18. Because of peculiar exigencies in the Louisville cases the award was modified by the examiner as to specified occupations, and this modification was approved by the board. In the Albany case 40 cents was the highest limit under the submission agreement.

38 cents: New Orleans Railway & Light Co., New Orleans, La., *98*, 10/24/18.

36 cents: Georgia Railway & Power Co., Atlanta, Ga., *159*, 12/5/18; Knoxville Railway & Light Co., *251*, 1/15/19. See also Memphis Street Railway Co., Memphis, Tenn., *205*, 10/24/18.

35 cents as to some occupations: Louisville Railway Co., Louisville, Ky., *414*, Louisville Interurban Railroad Co., Louisville, Ky., *414 a*, as modified with approval of board 4/11/19.

In a few instances the board has awarded lower minimum wages for particular occupations in which women were employed;

Women turnstile operators and cashiers, 32 cents for first three months of service, *33 cents* for next nine months, *35 cents* thereafter: Philadelphia Railways Co., Philadelphia, Pa., *442*, 10/24/18.

Women collectors, 40 cents: Boston Elevated Railway Co., Boston, Mass., *181 sup.*, 12/5/18.

$75.00 per month guaranteed minimum: Kansas City Railways Co., Kansas City, Mo., and Kansas City, Kans., *265*, 10/24/18.

yet when men and women are performing similar work under similar circumstances the women are entitled to pay equal to that of the men.

See citations under Women in Industry (p. 69).

SPECIFIC AWARDS FOR SOME OTHER EMPLOYEES.

Wages have also been established for trainmen on interurban lines,

In addition to the cases named above in which the wages of motormen and conductors on interurban lines differed according to experience, flat rates were named for interurban trainmen in East St. Louis Lines, *43*, 7/31/18; Schenectady Railway Co., *44*, 7/31/18; New York State Railways, *120*, 7/31/18; East St. Louis, Columbia & Waterloo Railway, *175*, 11/20/18; Auburn & Syracuse Electric Railroad Co., *203*, 11/21/18; Portland Railway, Light & Power Co., *210*, 11/21/18, modified by agreement 1/15/19. See also International Railway Co., *152*, 7/31/18.

for elevated railway employees,

Chicago Elevated Railways Co., *59 a*, 7/31/18; Boston Elevated Railway Co. *181*, 10/2/18, *sup.*, 12/5/18, *sup.*, 1/15/19; Philadelphia Railways Co., *442*, 10/24/18.

for freight train operators,

International Railway Co., *152*, 7/31/18; East St. Louis, Columbia & Waterloo Railway, *175*, 11/20/18; Auburn & Syracuse Electric Railroad Co., *203*, 11/21/18; Portland Railway, Light & Power Co., *210*, 11/21/18, modified by agreement 1/15/19; recommendation in Pacific Electric Railway Co., *214*, 4/9/19.

for substation operators and repair men,

Rochester & Syracuse Railroad Co., *278*, 11/21/18.

and for other street railway and interurban railway employees.

Public Service Railway Corp., *69*, 7/31/18; Memphis Street Railway Co., *205*, 10/24/18; Kansas City Railways, *265*, 10/24/18; Detroit United Railway Co., *32 sup.*, 11/20/18; Portland Railway, Light & Power Co., *210 sup.*, 1/15/19; Louisville Railway Co., *414*, Louisville Interurban Railroad Co., *414 a*, 4/11/19; recommendation in Pacific Electric Railway Co., *214*, 4/9/19; San Francisco-Oakland Terminal Railways, *610*, 4/10/19, in the last of which brakemen on one division were awarded *43 cents*, *46 cents*, *48 cents*, according to length of service.

PROVISIONS FOR MORE OR LESS THAN MINIMUM RATES.

The awards have also provided that "differentials paid for special services shall be continued;"

Charleston Consolidated Railway & Light Co., *695*, 11/20/18; Empire State Railroad Corp., *289*, 11/21/18; Cincinnati Traction Co., *408*, 11/21/18; Cincinnati, Lawrenceburg & Aurora Electric Street Railroad Co., *407*, 11/22/18; Cincinnati & Columbus Traction Co., *409*, 11/22/18; Cincinnati, Milford & Loveland Traction Co., *410*, 11/22/18; Ottumwa Railway & Light Co., *268*, 12/5/18; Ohio Electric Railway Co., Lima City Lines, *296*, 1/15/19; Ohio Electric Railway Co., Springfield Interurban Lines, *627 b*, Newark Lines, *627 c*, 1/15/19; St. Joseph Railway, Light, Heat & Power Co., *950*, 1/15/19. See also Ohio Electric Railway Co., Zanesville Lines, *627 a*, 1/15/19; Boston & Worcester Street Railway Co., *851*, 1/15/19.

and some of them have more explicitly provided for payment higher than the standard rate to men who are operating one-man cars,

5 cents per hour additional: International Railway Co., *152*, 7/31/18; Pacific Gas & Electric Co., *1125*, 4/10/19. 5 cents per hour over maximum: Kansas City Railways Co., *265*, 10/24/18. 3 cents additional: San Diego Electric Railway Co., *452*, 4/10/19.

or instructing new men,

By agreement: Wilmington & Philadelphia Traction Co., *475*, 1/15/19.

or are working upon snow-plows or snow-sweepers,

By agreement: Wilmington & Philadelphia Traction Co., *475*, 1/15/19; Washington Railway & Electric Co., *1049*, 3/25/19.

or upon night runs,

Night cars shall be all straight runs, with no more than 8 hours' time and with 10 hours' pay: Kansas City Railways Co., *265*, 10/24/18. See also agreement in Wilmington & Philadelphia Traction Co., *475*, 1/15/19, on early and late runs.

or upon emergency calls outside their scheduled hours.

Portland Railway, Light & Power Co., *567*, 2/19/19. See also awards cited in section on Street Railway Hours (p. 85).

Higher pay is also given in some cases for overtime work;

Public Service Railway Co., *69*, 7/31/18; Kansas City Railways Co., *265*, 10/24/18; by agreement in Wilmington & Philadelphia Traction Co., *475*, 1/15/19.

and extra men are given guaranteed wages.

Public Service Railway Co., *69*, 7/31/18; Pacific Gas & Electric Co., *1125*, 4/10/19; recommendation in Pacific Electric Railway Co., *214*, 4/9/19; agreement in Wilmington & Philadelphia Traction Co., *475*, 1/15/19. Guaranteed wages of women: Kansas City Railways Co., *265*, 10/24/18.

On the other hand, among the employees other than motormen and conductors there are occasionally men under 21 years of age to whom wages lower than the general minimum wages may be paid;

The minimum wages are usually stated to be for adult male employees. See also Memphis Street Railway Co., *205*, 10/24/18; Rochester & Syracuse Railroad Co., *278*, 11/21/18; New Orleans Railway & Light Co., *98 sup.*, 10/24/18; Louisville Railway Co., *414*, Louisville Interurban Railroad Co., *414 a*, 2/4/19, 4/11/19.

and it has been ruled,

Ruling of examiners in charge (e. g., 10/4 in the case of The Rhode Island Co., *180*, 10/2/18, 10/24 in the case of Boston Elevated Railway Co., *181*, 10/2/18) that "The intent of the award is to give every adult male employee affected engaged in an occupation essential to the operation of the company and whose rate is not specifically fixed by the award a daily wage of at least $4.25 for 10 hours' work. Wherever possible, the hours of labor should be reduced to 10 wherever they are now greater, but in cases where long hours are found to be absolutely necessary in the operation of the road, a reasonable interpretation of the award would be that such persons are to receive $4.25 per day, based upon the number of hours they were working at the time of the submission of the case." Followed except as to amount involved in ruling in Louisville Railway Co., *414*, Louisville Interurban Railroad Co., *414 a*, on 3/27/19, approved by board on 4/11/19.

and expressly stated in the later awards,

Denver Tramway Co., *173*, 11/20/18; Auburn & Syracuse Electric Railroad Co., *203*, 11/20/18; Cumberland County Power & Light Co., *432*, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., *448*, 11/20/18; Syracuse Northern Electric Railway, *246*, 11/21/18; Rochester & Syracuse Railroad Co., *278*, 11/21/18; Empire State Railroad Corporation, *289*, 11/21/18; Cincinnati Traction Co., *408*, 11/21/18; Cincinnati & Columbus Traction Co., *409*, 11/22/18; Cincinnati, Milford & Loveland Traction Co., *410*, 11/22/18; Bay State Street Railway Co., *634*, 12/4/18; Toledo, Bowling Green & Southern Traction Co., *527*, 12/5/18; Buffalo & Lake Erie Traction Co., *628*, 12/5/18; Boston & Worcester Street Railway Co., *851*, 1/15/19; Cleveland & Erie Traction Co., *631*, 2/4/19; St. Joseph Railway, Light, Heat & Power Co., *950*, 2/4/19. See also ruling in Louisville Railway Co., *414*, Louisville Interurban Railroad Co., *414 a*, approved by board 4/11/19.

that the minimum wage per hour is to be paid up to not more than 10 hours per day. There are also superannuated men and men partially incapacitated, and it has been ruled that these men may be paid a wage less than is fixed by the award upon agreement between the company and the men or by reference to the examiners in charge.

Ruling of examiners in charge in The Rhode Island Co., *180*, 10/2/18, on 10/4/18, and in Louisville Railway Co., *414*, Louisville Interurban Railroad Co., *414 a*, 2/4/19, on 3/27/19, that "Employees who are incapacitated from doing a normal day's work by reason of age or physical disability may be paid at a special rate, less than is granted by the award, by agreement between the representatives of the company and the association. In case the parties are unable to agree, any specific case may be referred to the examiners of the National War Labor Board for a decision, which decision is subject to appeal to the arbitrators as provided in the award."

Such a ruling in the Louisville cases was approved by the board.

Louisville Railway Co., *414*, Louisville Interurban Railroad Co., *414 a*, 4/11/19. See also Cincinnati Traction Co., *408*, Investigation into wage of miscellaneous employees, 5/1/19.

FINANCIAL RECOMMENDATIONS.

The board, or the joint chairmen as arbitrators, in awarding increases in wages to employees of street railway and interurban railway companies has frequently said that, "This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fares which the company is allowed by law to collect from its passengers."

Joplin & Pittsburg Railway Co., *23*, 7/31/18; Scranton Railway Co., *42*, 7/31/18; East St. Louis Lines, *43*, 7/31/18; Schenectady Railway Co., *44*, 7/31/18; Cleveland, Southwestern & Columbus Railway Co., *57*, 7/31/18; Evanston Railway Co., *59 c*, 7/31/18; Public Service Railway Co., *69*, 7/31/18; United Traction Co. (Albany, N. Y.), *96*, 7/31/18; New Orleans Railway & Light Co., *98*, 7/31/18; Galesburg Railway, Light & Power Co., *109*, 7/31/18; New York State Railways, *120*, 7/31/18; Pennsylvania-New Jersey Railway Co., *131*, 7/31/18; Columbus Railway, Power & Light Co., *146*, 7/31/18; International Railway Co., *152*, 7/31/18; Omaha & Council Bluffs Street Railway Co., *154*, 7/31/18; Cleveland & Eastern Traction Co., *167*, 7/31/18; Cleveland, Painesville & Eastern Railroad Co., *193*, 7/31/18; Rhode Island Co., *180*, 10/2/18; Portland Railway, Light & Power Co., *72*, 10/24/18; Dayton Street Railway Co., *150*, 10/24/18; Denver Tramway Co., *173*, 11/20/18; East St. Louis, Columbia & Waterloo Railway, *175*, 11/20/18; Auburn & Syracuse Electric Railroad Co., *203*, 11/20/18; Butte Electric Railway Co., *271*, 11/20/18; Cumberland County Power & Light Co., *432*, 11/20/18; Lewiston, Augusta & Waterville Street Railway Co., *448*, 11/20/18; Charleston Consolidated Railway & Light Co., *695*, 11/20/18; Portland Railway, Light & Power Co., *210*, 11/21/18; Syracuse Northern Electric Railway, *246*, 11/21/18; Rochester & Syracuse Railroad Co., *278*, 11/21/18; Syracuse Suburban Railroad Co., *279*, 11/21/18; Empire State Railroad Corporation, *289*, 11/21/18; Cincinnati, Lawrenceburg & Aurora Electric Street Railroad Co., *407*, 11/22/18; Cincinnati & Columbus Traction Co., *409*, 11/22/18; Cincinnati, Milford & Loveland Traction Co., *410*, 11/22/18; Bay State Street Railway Co., *634*, 12/4/18; Georgia Railway & Power Co., *159*, 12/5/18; Toledo, Bowling Green & Southern Traction Co., *527*, 12/5/18; Buffalo & Lake Erie Traction Co., *628*, 12/5/18; Ohio Electric Railway Co., Lima City Lines, *296*, 1/15/19; Ohio Electric Railway Co., Lima Interurban Lines, *627*, Zanesville Lines, *627 a*, Springfield Interurban Lines, *627 b*, Newark Lines, *627 c*, 1/15/19; Boston & Worcester Street Railway Co., *851*, 1/15/19; St. Joseph Railway, Light, Heat & Power Co., *950*, 2/4/19.

In these cases the following words, which had been used in the Cleveland Railway Co. case,

31, 7/31/18.

were made a part of the award:—

"We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.

"This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head."

Recommendations that companies be allowed to increase their fares were also made in other cases in somewhat different language.

Detroit United Railway Co., *32*, 7/31/18; Chicago Surface Lines, *59 a*, 7/31/18; Chicago & West Towns Railway Co., *59 b*, 7/31/18; Boston Elevated Railway Co., *181*, 10/2/18; Memphis Street Railway Co., *205* 10/24/18; Kansas City Railways Co., *265*, 10/24/18 (in which case it was pointed out that the proposed increase in fares was only for the period of the war); Ottumwa Railway & Light Co., *268*, 12/5/18; Toledo, Bowling Green & Southern Traction Co., *527*, 12/5/18; Knoxville Railway & Light Co., *251*, 1/15/19; Louisville Railway Co., *414*, 2/4/19; Louisville Interurban Railroad Co., *414 a*, 2/4/19; Spokane & Inland Empire Rail-Road Co., *503*, 3/27/19. See also Georgia Railway & Power Co., *159*, 12/5/18; Boston & Worcester Street Railway Co., *851*, 1/15/19.

In Lewiston, Augusta & Waterville Street Railway Co., *448*, 11/20/18, the joint chairmen as arbitrators added, "We desire to point out to the riding public the absolute necessity of continuing the patronage of the past, if the company is to continue to give any service upon its lines. A public service corporation must be supported by the public, and if that support is withdrawn the company must of necessity either cut down its service radically or else cease operations altogether."

In some cases, because of specific requests, the joint chairmen have written additional letters to the fare-regulating authorities advocating careful consideration of the need for increased fares. In many communities increases in fares have been permitted because of the awards and recommendations of the board and of the joint chairmen as arbitrators.

ACTION TAKEN AFTER MAY 31, 1919.

The following awards, findings, and recommendations were made by the National War Labor Board after May 31, 1919, and are therefore not included in the foregoing summary. There is no new principle involved in these decisions, therefore they have not been analyzed.

Industrial cases:

108. Trenton Smelting & Refining Co. Umpire's award, 6/26/19.
201. Coal Dock Operators, Duluth. Application to reopen award, 6/25/19.
387. Hoyt Metal Co., 6/25/19.
513. Denver Planing Mills. Umpire's award, 6/6/19.
639 and 746. Wm. F. Mosser Co. and Cherry River Extract Co., Richwood, W. Va. Umpire's award, 6/9/19.
692. Finch Manufacturing Co. Umpire's award.[1]
846. Baker Iron Works, Los Angeles, Calif. Umpire's award, 6/12/19.
872. Scranton Pump Co. Umpire's award.[1]
927–32. Standard Pattern Works, Cincinnati, Ohio. Umpire's award, 7/31/19.
970 and 971 and 983. Evansville, Ind., Mills, 6/25/19.
984. Akin-Erskin Co., Evansville, Ind., 6/25/19.
1116. Lumen Bearing Co., etc. Umpire's award, 6/29/19.
1146 and 1153 to 57. Spelter companies, Oklahoma and Arkansas, 8/12/19.

Street railway cases:

72. Portland Ry., Light & Power Co. Revision, 8/12/19.
175. East St. Louis, Columbia & Waterloo Ry. Revision, 8/12/19.
628. Buffalo & Lake Erie Traction Co., Erie, Pa. Order on appeal from interpretation of examiner, 6/25/19.
634. Eastern Mass. Street Ry. Co. Revision, 8/12/19.
851. Boston & Worcester Street Ry. Co. Motion for revision, 6/25/19.
1144. Public Service Railway Co., Newark, N. J., 6/25/19.
1147. Pittsburgh Railways Co., 8/12/19.
1150. Alton, Granite & St. Louis Traction Co., 8/12/19.
1151. East St. Louis & Suburban Ry. Co., 8/12/19.
1152. East St. Louis Traction Cos., 8/12/19.
1158. Beaver Valley Traction Co. and Pittsburgh and Beaver Valley Street Ry. Co., 8/12/19.
1159. Cleveland & Chagrin Falls Ry. Co. and Cleveland & Eastern Traction Co., 8/12/19.
1160. Cleveland, Painesville & Eastern Ry. and Cleveland, Painesville & Ashtabula Ry., 8/12/19.

[1] Precise date unknown.

CHAPTER V.—REPRESENTATIVE AWARDS OF THE NATIONAL WAR LABOR BOARD.

One hundred and six representative awards have been selected as being sufficient to illustrate the National War Labor Board's application of the principles outlined for its guidance by the War Labor Conference Board.

Each specific problem treated in the foregoing summary and analysis (Chap. IV, pp. 52–115) is illustrated by at least one award.

The awards are arranged numerically.

In view of the fact that only a part of the awards mentioned in Chapter IV as illustrating each principle are published here, the following index to the awards chosen for publication has been arranged for the convenience of the reader. This index lists the numbers of the awards presented in the following pages under the general topical headings used in Mr. Reeder's analysis. For example, under the index heading "Right to organize" and its subheadings, "Interference with union activity forbidden," "Collective bargaining," etc., will be found a list of the awards published in the following pages (119–334), which illustrate the problems in this field handled by the board.

INDEX TO AWARDS PUBLISHED IN THE FOLLOWING PAGES.

V. Hours of labor:
Industrial cases:
A. No general rule established: 14, 40, 102.
B. Eight-hour day usually awarded by umpires: 37a, 37b, 132, 160, 195, 437, 831.
C. Decisions of board in favor of 48-hour week: 4a, 105, 147, 163, 274, 338, 393, 1123.
D. Decisions of board in favor of basic eight-hour day: 12, 14, 97, 102 sup., 129, 130, 201, 235, 261, 320, 349, 395, 400, 416, 440, 473, 567, 571, 594, 913, 1028.
E. Other award on hours: 35, 40, 45, 102, 102 sup., 127, 127 sup., 130, 174, 230, 231, 258, 297, 335a, 355, 365, 502, 670, 739, 774, 818, 829, 968, 978.
F. Designation of hours of work: 4a, 35, 97, 130, 147, 338, 349, 355, 393, 440, 567, 798, 829, 978.
G. Sundays and holidays: 4a, 10, 22, 35, 40, 97, 130, 132, 163, 195, 235, 297, 320, 355, 395, 416, 567, 798, 913, 1028.
H. Payment for overtime: 4a, 10, 12, 16, 22, 35, 37a, 37b, 40, 97, 102 sup., 127, 127 sup., 129, 130, 132, 147, 160, 163, 195, 201, 216, 235, 258, 261, 297, 320, 335a, 349, 355, 365, 395, 416, 437, 440, 502, 503, 571, 583, 594, 798, 873, 913, 968, 978, 1028.
I. Provisions against excessive overtime: 4a, 147, 274, 393.
J. Guarantee of minimum number of hours: 4a, 40, 45, 97, 147, 395, 798, 873.
Street railway cases:
K. Street railway hours: 32 and 32 sup., 146, 154, 181, 214, 265, 296, 452, 475, 503, 610, 1049.
VI. Maximum production: 4a, 22, 32, 35, 40, 45, 102, 120, 147, 258, 297, 444, 752.
VII. Custom of localities:
A. Hours and working conditions: 160, 195, 739, 752, 798, 968.
B. Principles governing wage awards: 10, 16, 35, 181, 201, 201 sup., 233, 271, 315, 403, 405, 1028.
C. Wages and customs of localities: 22, 35, 163, 181, 195, 315, 339, 349, 355, 400, 403, 437, 502, 503, 571, 583, 594, 739, 774, 798, 873.
D. Maintenance of standard of living: 16, 32, 35, 35 sup., 105, 132, 163, 181, 195, 232, 233, 258, 261, 339, 416, 583, 694.
VIII. The living wage:
Industrial cases:
A. Determination of the living wage: 40.
B. Wage increases: 4a, 16, 22, 35, 40, 45, 98, 102, 105, 127, 127 sup., 130, 132, 147, 174, 195, 201 sup., 232, 258, 274, 339, 395, 400, 416, 437, 452, 473, 522, 567, 571, 594, 774, 798, 829, 1028.
C. Minimum wages for plant: 4a, 16, 21 and 21b, 35, 40, 102, 104, 127, 129, 132, 163, 195, 216, 233, 258, 337, 416, 594, 829, 873, 913, 978.
D. Minimum wages for particular occupations in plant: 12, 14, 22, 35, 40, 45, 97, 102, 104, 127, 127 sup., 129, 130, 160, 163, 216, 230, 233, 261, 297, 315, 320, 349, 355, 368, 393, 395, 403, 416, 437, 440, 474, 526, 571, 637, 670, 829, 831, 913, 968.
E. Provisions for more or less than minimum rates: 4a, 40, 102, 127, 132, 163, 195, 233, 258, 274, 400, 416, 594, 798, 873, 913, 978, 1050.
F. Classification: 14, 22, 35, 40, 129, 132, 163, 258, 297, 320, 393, 400, 571.
G. Piecework and bonus: 4a, 22, 35, 40, 127, 127 sup., 129, 130, 174, 195, 258, 274, 400, 416, 437, 571.
H. Time and manner of payment: 4a, 12, 40, 45, 97, 130, 395, 503, 583, 873, 1028.
I. Questions referred to committees: 913.
Street railway cases:
J. Motormen and conductors: 32, 98, 120, 146, 154, 181, 214, 265, 271, 296, 414, 414a, 442, 448, 452, 503, 610, 634, 1049.
K. Percentage increases for other employees: 98, 159, 181, 278, 414, 414a, 442, 448, 634.
L. Minimum wages for other employees: 32 sup., 98, 120, 146, 154, 159, 181, 265, 278, 414, 414a, 442, 448, 634.
M. Specific awards for some other employees: 32 sup., 120, 181, 181 sup., 214, 265, 278, 414, 414a, 442.
N. Provision for more or less than minimum rates: 98, 181, 214, 265, 278, 296, 414, 414a, 452, 448, 475, 567, 634, 1049.
O. Financial recommendations: 32, 98, 120, 146, 154, 159, 181, 265, 271, 278, 296, 414, 414a, 448, 503.

TEXT OF THE AWARDS.

Award in re Employees v. St. Louis Car Co.

4a. OCTOBER 11, 1918.

In the case of Employees *v.* St. Louis Car Co., of St. Louis, Mo., the following preliminary agreement was entered into between the parties and underwritten by a section of the National War Labor Board, consisting of Mr. Michael and Mr. Olander, May 15, 1918, as follows:

NATIONAL WAR LABOR BOARD,
Washington, D. C., May 15, 1918.

In the matter of the controversy of the St. Louis Car Co., the subcommittee recommends that the employees of that company immediately return to work, upon the condition that the St. Louis Car Co. accepts the four propositions, viz:

First. That the company will grant a temporary 10 per cent increase in wages.

Second. That the company will decrease the working hours.

Third. That the employer agrees to summarily meet with the chosen representatives of his employees to adjust all points of dispute.

Fourth. That both sides agree to submit any points upon which disagreement may occur to the National War Labor Board, or its authorized committee, for consideration, the decision of which both parties agree to accept and abide by. Pending such decision there shall be no cessation of work.

EDWIN B. MEISSNER,
For St. Louis Car Co.
CHAS. J. EISENRING,
For the Employees.
C. E. MICHAEL,
V. A. OLANDER,
National War Labor Board.

The conferences between the parties, as provided for by the above agreement, were held. The parties failed to reach an agreement, and the case was again submitted to the section of tbe board. The board now renders the following decision and award:

Daywork rates.—All day or hour workers shall receive an increase of 25 per cent over the wages in effect on June 15, 1918.

Piecework rates.—Conference shall be held, within 10 days after the date of this award, between the representative committee or committees hereinafter provided for and the management, to adjust piecework rates. Any disagreement shall be referred to the National War Labor Board for decision.

Guaranteed minimum hourly or daily wage rates.—The hourly or daily wage rates computed under this award shall be the guaranteed minimum hourly or daily wage rates for the workers in the various occupations in the plant covered by this award, including piece-rate workers, and conferences shall be held, within 10 days from the date of this award, between the representative committee or committees hereinafter provided for and the management to compute the guaranteed minimum wage rates for each trade, occupation, or subdivision thereof; provided, that in no case shall any male employee 21 years of age or over receive less than 40 cents an hour. Women performing the same work as men, or doing work ordinarily performed by men, shall receive the same pay as men, but in no case shall any female 18 years of age or over receive less than 30 cents an hour, nor shall women or girls be allotted tasks disproportionate to their strength: *Provided, however*, That the minimum wage rates herein provided for shall not apply to those who, by reason of old age or permanent physical incapacity, are unable to perform a normal day's labor; and in the case of women under 21 years shall not be rigidly applied to inexperienced beginners or apprentices. Any difference arising in this regard shall be decided by the committee representing the workers and the management.

No reductions.—In no case shall this award operate to reduce the daily earnings of any employee affected thereby. There shall be no reduction of piece rates during the war, except by mutual agreement through representative conferences on the basis of collective bargaining between the parties to whom this award applies.

Retroactive pay.—The retroactive pay for all workers under this award shall be figured from June 15, 1918, and shall be paid in full before November 15, 1918.

Working hours and overtime.—The regular working time of each full week shall consist of 48 hours, divided into 6 daily periods of 8 hours. All time worked in excess of 8 hours within any one day, or 48 hours within any one full week, shall be considered overtime and shall be paid for at the rate of time and a half, but any time worked on Sundays or holidays shall be considered extra time and shall be paid for at the rate of double time.

By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

It is further provided that no worker shall be entitled to payment for overtime or extra time unless he shall work 48 hours in said full week (or 40 hours when a holiday intervenes), except in the case of illness, accident, misfortune, or other just or necessary cause.

The employer shall guarantee to each worker who shall be employed on the first day of any week the opportunity to work at least 44 hours in such week (or 36 hours where a holiday intervenes), exclusive of overtime or extra time, and in default of providing such employment shall pay the worker full wages for such hours, exclusive of overtime and extra time.

Excessive overtime shall not be exacted or permitted, and, in order that the same may be kept within reasonable limits, it is hereby decreed that where, in any one day, more than two hours overtime in excess of eight hours is required, then, for that day, overtime shall be paid without regard to whether or not the worker shall, during that week, have worked the weekly schedule provided for.

For the purpose of securing the equitable application of this section and adjusting all differences which may arise between the management and the workers in regard to its operation, a permanent committee of four persons is hereby created, two of whom shall be designated by the management of the plant and two by the workers, the decisions of any three of whom shall be binding. In the event of failure of the committee to reach an agreement, the case may be referred to the examiner of the National War Labor Board, whose decision shall be binding, except that either party may appeal to the National War Labor Board, pending the adjudication of which appeal the decision of the examiner shall be in force and effect.

Sundays and holidays.—Double time shall be paid for all work performed on Sundays and holidays. The parties have agreed that New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall constitute regular holidays under this award.

Pay days.—The parties have agreed that pay days shall be the 7th and 22d days of each month, except when these days fall on Sunday, in which case the pay day shall be the day previous to such Sunday. The parties have also agreed that payments shall hereafter be made in cash. The agreement on these points is therefore made part of this award.

Apprentices.—The establishment of an apprentice system should be mutually agreed upon between the management and the properly authorized representative committee or committees of the workers. The board recommends that a reasonable number of apprentices be provided for.

Committees.—The present system of a representative committee or committees selected by the workers to present grievances and to negotiate with the company shall continue in accord with the principles of the National War Labor Board.

Periods of readjustments.—This award shall remain in force for the period of the war; provided, however, that on the 1st day of April, 1919, and at periods of six months' interval thereafter, application may be made by either party for such adjustments as changed conditions may render necessary.

St. Louis Aircraft Corporation not included.—The representatives of the workers contended that the submission of this case and the award should include the St. Louis Aircraft Corporation, the management of which is conducted by the same person and in the same building as the St. Louis Car Co.; but the agreement of May 15, 1918, on which the case involving the car company is based, does not include the aircraft corporation. This award does not, therefore, include the St. Louis Aircraft Corporation. The board, however, is of the opinion that harmony will be promoted between the management and employees and production facilitated if the St. Louis Aircraft Corporation and its employees will accept and apply this award.

V. A. OLANDER,
C. EDWIN MICHAEL,
Section.

Award of the Board of Arbitration, New York Harbor Wage Adjustment, United States Shipping Board in re Wages and Working Conditions of Employees Engaged in the Operation of Tugs, Barges, Lighters, Ferryboats, and Other Harbor Marine Equipment in the Port of New York, also River Vessels Engaged in Carrying on the Commerce of the Port of New York.

10 and 1036. November 16, 1917.

Whereas on October 20, 1917, representatives of owners and operators of tugs, barges, lighters, ferryboats, and other harbor marine equipment in the port of New York did sign an agreement with the United States Shipping Board as follows:

> We, the undersigned owners and operators of tugs, barges, lighters, ferryboats, and other harbor marine equipment in the port of New York, hereby agree with the United States Shipping Board that during the period of war we will submit all differences concerning wages or conditions of labor involved in the operation of such marine equipment which can not first be adjusted by the employers and the employees to the decision of a Government board of three men, to be appointed as follows: One by the United States Shipping Board, one by the Department of Commerce, and one by the Department of Labor.
>
> This Government board shall have no authority to pass upon the question of open or closed shop or the recognition of unions, but we agree that there shall be no discrimination of any kind against union men, and the board shall have power to determine questions of discrimination.

And whereas representatives of labor employed in the operation of tugs, barges, lighters, ferryboats, and other harbor marine equipment in the port of New York did on the same day enter into an agreement with the Shipping Board as follows:

> We, the undersigned representatives of labor employed in the operation of tugs barges, lighters, ferryboats, and other harbor marine equipment in the port of New York, hereby agree with the United States Shipping Board that during the period of the war we will submit all differences concerning wages or conditions of labor involved in the operation of such marine equipment which can not first be adjusted by the employers and the employees to the decision of a Government board of three men, to be appointed as follows: One by the United States Shipping Board, one by the Department of Commerce, and one by the Department of Labor.
>
> This Government board shall have no authority to pass upon the question of open or closed shop or the recognition of unions, but there shall be no discrimination of any kind against union men, and the board shall have power to determine questions of discriminations; and pending the decision of said board work shall continue uninterruptedly.

And whereas, under the agreements above cited, a Board of Arbitration, New York Harbor Wage Adjustment, United States Shipping Board, was appointed as contemplated in the above agreements, to wit: Capt. William B. Baker, of the United States Army, was appointed by the Shipping Board, Ethelbert Stewart by the Department of Labor, and George R. Putnam by the Department of Commerce, and this board having elected Capt. William B. Baker as its chairman and having considered all material evidence in the case, hereby announces to all parties concerned as its award the following:

1. HARBOR AND RIVER TUGS AND PASSENGER VESSELS PROPELLED BY STEAM, OTHER THAN THOSE HEREINAFTER DESIGNATED AS FERRYBOATS, LIGHTERS, AND TIDEWATER BOATS.

A.—MINIMUM WAGE SCALE.

Deck department:

Captains.—The minimum rates of pay of captains shall be based upon the equivalent single-cylinder diameter of the engine with which the boat is equipped, as follows:

	Per month with board.
10 inches up to and including 15 inches	$125
Over 15 inches and including 18 inches	135
20 inches and over	145
Licensed mates or pilots required to navigate the boat	125
Licensed mates on tugs doing transport work	100
Licensed deck mates on passenger and excursion vessels, not engaged in the handling or navigation of boat	90
First deck hands, two-crew boats	65
Deck hands, other than first, two-crew boats	60
Deck hand, when there is but one such employee during period of 24 hours	65

	Per month with board.
Engine department:	
Engineers.—Rates graduated on same basis as for captain, as follows:	
10 inches up to and including 15 inches	115
Over 15 inches and including 18 inches	125
20 inches and over	135
Assistant engineer: $10 less per month than engineer on same class of boat.	
Night engineer: When in charge and doing the same class of work as is required of day man, the pay shall be the same as the day engineer.	
Oilers	65
Firemen, where two or more are employed	60
Firemen, where there is but one such employee during period of 24 hours	65
Other employees:	
Cooks, on craft employing more than one deck hand in 24 hours	60
Cooks, on craft employing but one deck hand in 24 hours	62
Floatmen	60

B.—WORKING CONDITIONS.

1. Where maintenance or subsistence is not furnished the above employees, 60 cents per day, or $18 per month, shall be allowed in lieu thereof.
2. The length of day is to be governed by the Federal law.
3. One day off each week with pay shall be granted to all employees, the day to be determined by the employer.
4. One full week's vacation with pay shall be granted to each of the above employees who has been in the employ of one company for a period of one year or more.
5. Car fare to be paid by employers when boats are to change crews at other than a designated point.
6. Employers and employees are urged to reduce overtime to a minimum, but when overtime is required such overtime shall be paid for at time and one-half.

2. Ferryboats.

A.—MINIMUM-WAGE SCALE, ALL WITHOUT BOARD.

	Per month.
Deck department:	
Captains or pilots	$160
Wheelsmen	80
Deck hands	70
Engine department:	
Engineers	150
Oilers required to have U. S. marine engine license	85
Oilers not required to have U. S. marine engine license	80
Firemen	80

B.—WORKING CONDITIONS.

1. One day off each week with pay shall be granted to all the above-named employees, the day to be determined by the employer.
2. One full week's vacation with pay shall be granted to each of the above-named employees who has been in the employ of the company for a period of one year or more.

3. Tidewater Boats.

Tidewater boats—that is, coal boats, grain boats, or open-deck scows.
There is hereby established a minimum monthly rate of $70, without board, for captains.

4. Lighters and Barges.

Lighters and barges not included under 3.
There is hereby established the following minimum monthly rate for captains:

(*a*) For barges having heavy steam hoisting gear of 15 tons' capacity and over	$90
(*b*) For barges having light steam or gasoline hoisting gear with hoisting capacity less than 15 tons	85
(*c*) For covered barges and barges with hand-hoisting gear	77

For watching at night, if required, $1 per night shall be paid for covered barges, loaded barges where man is not required to be on deck, and unloaded barges, and $1.50 per night per man where man is required to be on deck.

All car fares in excess of 10 cents to be paid by the employers for men within the Metropolitan District, and all car fares to be paid by the employers when on company business.

Nothing in this award shall be construed to decrease the pay or allowance or to increase the hours of labor now in effect or that were in effect on or prior to November 1, 1917.

All wage rates, allowance, and working conditions provided for in this award shall be effective as of November 1, 1917.

WM. B. BAKER, Capt. U. S. A., *Chairman,*
U. S. Shipping Board.
G. R. PUTNAM, *Department of Commerce.*
ETHELBERT STEWART, *Department of Labor.*

INTERPRETATION OF AWARD.

[March 20, 1918.]

Requests have been filed with this board for an interpretation of the award of November 16, 1917.

First, respecting the following points affecting employees operating harbor and river tugs and passenger vessels propelled by steam other than those designated as ferryboats:

(*a*) The classification of compound and triple expansion engines.
(*b*) The length of the working day.
(*c*) The method of computing overtime.

On the first point the board rules that for the purpose of this award, boats equipped with compound or triple expansion engines shall be placed in the 20-inch and over single cylinder class.

On the second point the award provides that "the length of day is to be determined by the Federal law." The board has not the authority to interpret the Federal law. The point at issue, however, is obviously that of determining when overtime begins, and on this the board rules that time in excess of 12 hours per day shall be regarded as overtime.

On the third point the board makes the following ruling in order to arrive at a uniform basis for determining overtime rates. The annual compensation, exclusive of board allowance, should be divided by 313 to determine the basic daily rate; the basic daily rate should be divided by 12 to determine the basic hourly rate. To either the daily or the hourly basic rate, one-half of such rate should be added to arrive at the overtime rate.

Second, respecting the following points as affecting captains of barges with hoisting gear and covered barges, both nonself-propelled:

(*a*) The length of the day.
(*b*) The basis of compensation for overtime.

On the first point the board recognizes the variable conditions under which these boats operate. Some are on a 10-hour day and a 6-day week basis; on others the hours are not clearly defined. Captains are required to live on some boats, captains of other boats live ashore. The board is anxious to avoid any action that might tend to disorganize operations such as attempting at this time to place all such boats on the same basis. It is accordingly ruled that in cases where a 10-hour day was in effect at the time of or prior to the award the arrangement of hours will not be disturbed. In cases where the length of the day is not thus defined the hours between 6 a. m. and 7 p. m.—one hour being allowed for the noon meal—are to be regarded as a working day.

On the second point, and recognizing the two sets of working conditions, the board rules that where men do cargo work, as distinct from watching, in excess of 10 hours per day and 6 days per week, where these working conditions were enjoyed at the time of or prior to the award, or between the hours of 7 p. m. and 6 a. m. in cases where a 10-hour day was not in effect, they shall be compensated for time worked on the basis of time and one-half.

Third, respecting the following points as affecting captains of coal boats, grain boats, and open-deck scows:

(*a*) The length of the day.
(*b*) The basis of compensation for overtime.

On the first point the board recognizes that it is impossible to limit the operations of these boats to specific hours of the day, and that it would probably be impractical

to attempt to keep a record of the hours captains were on deck at night. The board feels, however, that where men are subject to call during 24 hours of the day, the time limits should be set beyond which additional compensation should be paid if men are required to be active. It is accordingly ruled that the hours between 6 a. m. and 7 p. m., one hour being allowed for the noon meal, shall be regarded as a working day.

On the second point the board rules that if men are required to be active on their boats in connection with the loading or discharging of cargo at piers or alongside any vessel or in coal port between the hours of 7 p. m. and 6 a. m. for five or more nights in any one month they shall be given a flat compensation of ten dollars ($10) per month, effective as of March 1, 1918, in lieu of an overtime rate for such work. Being required to live on the boat or to sleep on the boat, or to tow at night, is not to be construed, however, as the basis for such additional compensation.

The board has previously ruled, under date of March 7, 1918, on the question of "watching," and on the basis of compensation to tug and ferryboat employees for work performed in lieu of the day off per week. These rulings are as follows:

Captains on lighters and barges should receive pay for watching when required to be on their boats between the hours of 7 p. m. and 6 a. m.

When tug and ferryboat employees do not receive one day off per week work performed by them on that day is to be regarded as overtime and should be compensated on the basis of time and one-half.

The award of November 16, 1917, together with all of the above rulings and interpretations, shall remain in full force and effect until September 30, 1918.

Respectfully,

WM. B. BAKER, Capt. U. S. A., *Chairman, U. S. Shipping Board.*
ETHELBERT STEWART, *Department of Labor.*

AWARD IN REFERENCE TO WAGES AND WORKING CONDITIONS OF STATIONARY STEAM HOISTING ENGINEERS EMPLOYED ON MARINE EQUIPMENT IN THE PORT OF NEW YORK.

March 20, 1918.]

Whereas representatives of stationary and steam hoisting engines employed on marine equipment in the port of New York having agreed to accept the plan of arbitration proposed by the U. S. Shipping Board and accepted by representatives of owners of marine equipment in the port of New York and by representatives of labor employed in the operation of such equipment; and

Whereas representatives of such stationary steam hoisting engineers having submitted their demands on December 17, 1917, to employers of such labor and without reaching a satisfactory adjustment, have submitted their case to this board; and

Whereas this board has heard the evidence presented by both sides, it would respectfully submit the following as its award:

STATIONARY STEAM HOISTING ENGINEERS ON MARINE EQUIPMENT IN THE PORT OF NEW YORK.

A. Minimum monthly wage scale.

1. On steam hoists with a capacity of 15 tons and over..... $100
2. On steam hoists with a capacity of less than 15 tons..... 95

B. Working conditions.

1. Ten hours shall constitute a day's work.
2. One day off each week shall be granted with pay, the day to be determined by the employer.
3. All car fares in excess of 10 cents per day shall be paid by employers to men living within the metropolitan district, and all car fares to be paid by employers when men are on company business.
4. Overtime shall be paid for at time and one-half.

Nothing in this award shall be construed to decrease the pay or allowance or to increase the hours of labor now in effect or that were in effect on or prior to January 1, 1918.

All wage rates, allowance, and working conditions provided in this award shall be effective as of January 1, 1918, and will continue in force until September 30, 1918.

WM. B. BAKER, Capt., U. S. A.,
Chairman, U. S. Shipping Board.
ETHELBERT STEWART,
Department of Labor.

AGREEMENTS.

NATIONAL WAR LABOR BOARD,
Washington, May 14, 1918.

It is agreed by the representatives of the employers and employees, parties to the agreement dated October 20, 1917, that said agreement be modified to the extent that two additional members be added to the Board of Arbitration, New York Harbor Wage Adjustment, one to be appointed by the representatives of employers and the other to be appointed by the representatives of the employees, and that a rehearing of present controversies be had before such enlarged board, and both parties agree to be bound by the findings and decisions of such board in respect of all present and future controversies during the period of the war.

And furthermore, that said board will endeavor to require all parties to carry out the terms of previous agreements and awards until a change is decided upon by such board.

Employers.

EDWARD A. KELLY,
Representing Coastwise S.S. Lines, R.R. Administration.
JOSEPH H. MORAN,
New York Towboat Exchange.
JAMES M. MACKENZIE,
New York Boat Owners.
W. B. POLLOCK,
Representing New York Harbor Railroads.
CHARLES L. O'CONNOR,
Representing M. & J. Tracy.
WILLIAM SIMMONS,
Lighterage Association, Port of New York.

Employees.

T. V. O'CONNOR,
For International President I. L. A.
WILLIAM A. MAHER,
For United Association No. 1, A. A. of M. M. and P.
T. L. DELAHUNTY,
M. E. B. A. No. 33.
A. M. SARRELL,
For International Union of Steam and Operating Engineers.
S. J. CONDON,
Lighter Captains.
F. PAUL A. VACARELLI,
Harbor Boatmen and Vice President I. L. A.
JOHN BRENNAN,
President T. W. B.

RESOLUTIONS AND CONCLUSIONS OF THE NATIONAL WAR LABOR BOARD IN RE MARINE WORKERS' AFFILIATION OF THE PORT OF NEW YORK v. NEW YORK HARBOR BOAT OWNERS.

RESOLUTION OF DECEMBER 18, 1918.

Whereas in the matter of the New York Harbor situation the board is advised that at a meeting held by the board constituted as a Board of Arbitration to hear and adjust grievances arising in the operation of shipping in New York Harbor, a majority of the board decided that conditions warranted a change in the contract heretofore entered into, at which time the employer representatives on said board declined to participate upon the ground that the signing of the armistice terminated the war, and for this reason the contract was no longer in force; and

Whereas an appeal has been made to this board by the representatives of the employees, and of the Board of Arbitration, New York Harbor Wage Adjustment, and the United States Shipping Board; and

Whereas the jurisdiction of this board has been officially invoked by the Secretary of Labor, the United States Shipping Board, and the Railroad Administration; and

Whereas it has been officially ruled that the war is not ended until the treaties of peace have been ratified and peace officially proclaimed by the President:

Now therefore be it resolved, That the National War Labor Board give immediate consideration to this matter, and that the parties in interest all be summoned to appear before this board on Saturday, December 21, 1918, at 10 a. m., at the city hall, in the Borough of Manhattan, and show cause why they should not proceed under the agreement entered into with the National War Labor Board on May 14, 1918, and the agreements subsequent thereto.

CONCLUSIONS OF DECEMBER 21, 1918.

We conclude from the record of proceedings before us in an issue already heard by this National War Labor Board in May, 1918, and from the documents now produced before us and the other evidence including statement of counsel—

First, that the parties hereto are still bound by the terms of an arbitration agreement under which they are obligated during the period of the war to submit all differences concerning wages or conditions of labor involved in the operation of marine equipment except the question of open or closed shops, or the recognition of the union, to a board constituted as the agreement and its amendments legally acquiesced in by all parties provide:

Second, that said board can not be dissolved by its own recommendation herein shown, or by resignation of its members, and that the vacancies thus created should be immediately filled by the appointing powers as originally provided in the agreement and its amendments:

Third, that the period of the war under this contract and existing conditions is not now ended and the board should continue its functions for which it was created;

Fourth, that if either party desires a modification of the existing award made by said board July 12, 1918, it should proceed in due order to apply for a revision of the award before said board, as provided in the award itself;

Fifth, that these views make it unnecessary for this National War Labor Board now to take further action.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

Award of the National War Labor Board in the Case of Marine Workers' Affiliation of the Port of New York v. The Railroad Administration, Shipping Board, Navy Department, War Department, and Red Star Towing & Transportation Co.

The members of the National War Labor Board not being in unanimous agreement upon certain disputed points, V. Everit Macy, as umpire, passed upon the disputed questions under the provisions of the Proclamation of the President.

10 and 1036. February 25, 1919.

The questions submitted to me, acting as arbiter for the War Labor Board in the case of the "Marine Workers' Affiliation of New York Harbor, *v.* The Railroad Administration, Shipping Board, United States Navy, War Department, and Red Star Towing & Transportation Co.," may be divided as follows:

A. Was the War Labor Board, in hearing this case, acting in place of the former New York Harbor Board, and therefore limited as to what matters it could consider by an award of the New York Harbor Board, dated July 12, 1918?

B. Request for the 8-hour day.

C. Increase of wages, and changes in classifications.

D. Changes in conditions of employment.

E. The question as to whether the findings should be retroactive in application?

A. LIMITATION OF QUESTIONS TO BE ARBITRATED.

In the President's telegram of January 11, 1919, requesting the board to "Take up the case" and to "Proceed to a finding" no limitation as to what the board was to consider was made. (Exhibit A.) The various departments of the Government, in a letter dated January 11, 1919, asked the War Labor Board to act and stated "We desire to assure you that we will gladly submit *any* interests which we may have in this controversy to your board and will abide by such decision as you make." (Exhibit B.) The Marine Workers' Affiliation fixed no limitations to the questions to be placed before the War Labor Board.

It is obvious, therefore, that none of the interested parties considered that the War Labor Board was acting as a substitute for the New York Harbor Board, and they apparently had no intention of limiting its jurisdiction. On the other hand, the War Labor Board was specifically authorized to consider "*any* interests in the controversy."

In the last paragraph of the award of the New York Harbor Board, dated July 12, 1918, the following paragraph occurs:

> This award shall be effective as of June 1, 1918, and shall be in full force until May 31, 1919, unless in the judgment of the board conditions warrant a change prior to the date thus fixed for expiration.

Some of the members of the War Labor Board contend that nothing has happened since June 1, 1918, to "warrant a change" in the award of July 12, 1918. With this opinion I can not agree. The effect of the armistice on the industrial and commercial life of the country is too obvious to require further demonstration. At the time the award was made the Nation was at the height of a period of rising prices, necessitating increased wage scales, and a serious shortage of labor existed which required for the national safety the working of long hours. Since the signing of the armistice the entire situation has been reversed. Pending necessary readjustment of our national life to a peace basis we are passing through a period of falling prices, oversupply of labor, and there is no longer a need for excessive hours if an industry can be readjusted to a shorter workday.

In addition the employers of the port of New York, with one exception, who were parties to the award of July 12, 1918, and who control 60 per cent of the harbor craft, refuse to allow the functioning of the board as provided in the award. Had the New York Harbor Board functioned as provided in the award and had they decided that nothing had occurred warranting a change, then all parties would naturally be bound to have accepted such a decision. As the New York Harbor Board failed to act as provided in the award, and as the War Labor Board was not asked by the two parties submitting the case to interpret the award of July 12, 1918, but to consider the entire situation,

I therefore find that the question of wages and hours of the members of the Marine Workers' Affiliation of the port of New York who are employed by the Railroad Administration, the Navy, the Army, the Shipping Board, and the Red Star Towing & Transportation Co. are properly before me, acting as arbiter for the War Labor Board, and that acting in that capacity I am not limited by the award of July 12, 1918.

B. REQUEST FOR AN 8-HOUR DAY.

The desirability of limiting the working day to eight hours has been recognized by congressional enactment for all Government departments and on all direct Government contracts, by most State legislatures and municipalities, by the Railroad Administration, and is the prevailing custom in many of our largest industries. Such a general acceptance of the principle of an 8-hour workday has not been obtained merely through sentiment. The Nation has come to realize that its security demands that its citizens have a reasonable opportunity for family life, a reasonable amount of leisure, and a proper standard of maintenance. In view of this recognition the Nation has the right to demand of its able-bodied citizens eight hours service for six days in the week in some useful effort. Good citizenship requires that this service be rendered either voluntarily or for pay, according to the financial needs of the individual. The right to an 8-hour day carries with it the obligation upon the part of the individual to render better service during the fewer hours, for no right can be obtained without its corresponding obligation.

Some industries in their operation have inherent disadvantages, such as unusual danger to life and limb. In such industries it is recognized that the workers should be compensated for this risk, and therefore a higher rate of wage is paid than obtains in less hazardous occupations requiring the same degree of skill. In such cases the danger is regarded as part of the expense of conducting the industry and is passed on to the consumer in the price of the service rendered or the article produced. In some businesses the fire hazard is greater and the rate of insurance is high; this is also an expense of production and is consequently paid indirectly by the consumer. Excessive hours are as dangerous to good citizenship as are noxious fumes to the health of workers. There may be certain occupations in which the straight 8-hour day is inherently impossible, if so the basic 8-hour day should be the standard and the pay for overtime regarded as a legitimate expense and a just charge to be borne by the public. It would seem, therefore, that the burden of proof that an 8-hour day is impossible in an industry lies on those who deny its practicability as well as upon those who request its installation. The workers in a dangerous occupation or in one requiring undue hours should not be compelled to carry the burden alone.

The New York Harbor Board has divided the harbor craft into the following classes:

> Ferryboats;
> Tugs, other towing vessels, and steam lighters;
> Lighters, covered barges, and hoisters;
> Coal and grain boats, scows, and dumps.

For the purpose of this award the same classification is followed.

Ferryboats.

The ferry service is a continuous service throughout the 24 hours, with no very serious variation in the number of boats in use for the 16 hours between 5 a. m. and 9 p. m. The boats always leave and return to the same point on fixed schedules. An 8-hour workday is consequently practical in this service.

I therefore find that all workers employed on ferryboats, operated by the owners appearing in this csse, shall be employed for eight hours a day only for six days in the week, and in unusual circumstances when required to work beyond eight hours they shall receive time and one-half for all extra time worked.

Tugboats, other towing vessels, and steam lighters.

The evidence presented showed that many of these boats were engaged on long hauls requiring more than 8 hours for the round trip, or were in continuous service during the 24 hours; that they already employed two crews; and that as a rule they were operated on a more or less regular schedule. It is reasonably practical, therefore, for the crews on these boats to be employed on a 48-hour week. The third crew remaining on shore when off duty.

I therefore find that all tugboats and other towing vessels, and steam lighters under the jurisdiction of this award now using two crews, shall employ these crews on the basis of a 48-hour week, no crew to work more than a double shift in any 24 hours, and that for all hours worked in excess of 48 hours in one week the crews shall be paid at the rate of time and one-half. If the boat is engaged in continuous service an additional crew shall be employed to form a third shift.

Single-crew boats.

The several thousand pages of testimony and the many exhibits presented at the hearings before the War Labor Board and before me as arbiter give little exact information as to the effect a change in the hours of employment would have on the commerce of New York Harbor or on the earning capacity of the crews on the harbor crafts. The evidence submitted is largely composed of what seem to be exceptional cases. It is almost wholly based on the abnormal conditions that have prevailed in the port of New York since the beginning of the war in 1914. Both sides have contented themselves with general statements. One side claimed that 75 per cent of the men could be placed on an 8-hour day without difficulty and that there would be no shortage of skilled workers, but gave no suggestions as to how this could be accomplished, other than in the case of ferryboats and boats employing two crews, nor the number of skilled workers available. The other side made a general denial of these statements and produced certain figures showing that a shortening of the hours would result in increased costs. No facts were presented to show the percentage of the various kinds of work done by the tugs and lighters in the harbor. Nothing showed the average length of haul for the various types of boats, except for that type of boat for which an 8-hour day or a 48-hour week has been awarded above. There was no evidence showing the present amount of overtime beyond 10 or 12 hours now required of the crews. There was no evidence to show that, owing to the character of the work performed, some boats could work on an 8-hour schedule and others on a 16-hour schedule. There was evidence that there was too much work for all craft in the port to be limited to an 8-hour day, but is there sufficient work for a 16-hour day? If not, can it be placed on a 10-hour basis? A wage scale with punitive overtime provisions can not be determined with justice to the workers or the public without a real knowledge of the condition of the industry, and the number of hours required to do the necessary tasks. There is nothing gained by limiting the working day without a punitive provision for overtime. On the other hand, in fixing the basic working day and wage scale, it is necesasry to know approximately whether overtime will be the exception or the rule. If it is known beforehand that overtime will of necessity be the normal condition, then the punitive provision for overtime is merely another method of securing a higher wage scale in compensation for excessive hours and loses its punitive purpose. Such a condition requires special regulations for overtime work.

A careful study is required of the conditions under which these boats having only one crew perform their work, especially where they have no regular schedules. This can be obtained by an investigation of the boat's log. Another matter to be determined is how the delays caused by wind, tide and fog can be minimized in their effect upon overtime work if the hours should be reduced.

It was stated that these boats doing a miscellaneous business without definite runs were never far from shore and could easily run in and change crews. Under

most favorable conditions it would probably require an hour's time to run in, change crews, and return to work. This would mean half an hour's productive time lost on each crew; in case of delay by wind, fog, or other causes, not only would punitive overtime of time and one-half be paid the crew on board the boat, but the waiting crew would also have to be paid for the same period. This would actually result in a cost of two and one-half times for all overtime. Another complication is that it would be very difficult for the waiting crews to know where to join their boats. A boat might expect to be near a given point at a certain hour but be seriously delayed by weather conditions or traffic; and it can not communicate with the shore to change the place of meeting. In addition, what would become of a tow while the tug was changing crews? Would it anchor or could it be towed to shore? In either case it would seriously congest the traffic.

Much stress was laid on the fact that the boat owners were paid regardless of conditions. This seemed to be true, but the crews were also at the same time receiving their wages regardless of conditions. It seemed to be forgotten however, that all payments to the boat owners, as well as to the crews, come out of the general public purse. Boat owners have no source of money to draw upon except as it is paid by the public.

Each industry has its advantages and disadvantages and no one method of operation, no matter how desirable, can be made to apply to all industries alike. The public has a right to know that they are not being asked to pay unreasonable prices, or being put to unreasonable inconvenience, beyond that required by justice, in order to force all industry, under a single rule of employment. Justice to all parties, including the public, so far as it is possible of accomplishment, should be the only universal rule.

Because 12 hours has been the custom is no reason why, with careful investigation of the facts, that a lesser number of hours might not be discovered to be advantageous and desirable. Any industry that requires a working day of 10 and 12 hours must show affirmatively the necessity for the continuance of such hours.

The commerce of the port of New York is too important to the city and nation to warrant any arbiter in hastily reducing the working day from 10 or 12 to 8 hours without having before him the full facts as to the probable result of such a change. As above stated, the necessary information is, at present, entirely lacking. I find, therefore, that the working hours for the tugs, towing vessels, steam lighters, covered barges, and hoisters, under the jurisdiction of this award and at present operating with only one crew, should remain unchanged until the 1st of July. In the meantime I would recommend that all interested parties in the harbor cooperate with each other in establishing a commission, not exceeding 10 in number, to carefully study the above problems, and, if possible, for them to recommend what changes in the workday are advisable, how such changes can be made and the probable effect on the port of New York. This will require the detailed study of the daily logs of hundreds of boats.

This commission should be composed approximately as follows—two representatives of the Government departments, including the Railroad Administration; three private employers and five representatives of the Affiliated Marine Workers. If they fail to agree, on or before June 1, as to the facts or upon recommendations, then each side shall report their findings to the War Labor Board for a final decision. Such an investigation can best be made by the voluntary cooperation of the parties concerned. If such cooperation is not obtainable the welfare of the city and nation can not be sacrificed by stoppage of work in the harbors and an independent commission must therefore undertake this task. I find that if such a commission is not voluntarily organized, as suggested above, and an investigation begun by the 1st of April, then the War Labor Board shall itself name a commission to make the investigation and report, and such commission shall report back to the War Labor Board by June 1, 1919, in order that the War Labor Board may then take final action, before July 1, 1919.

REQUEST FOR INCREASED WAGES.

Just as the armistice has resulted in a condition favorable to the reduction of the working day to eight hours, it has also created a condition unfavorable to an increase in wage. The representatives of the men explained that they did not present to the New York Harbor Board, in June, 1918, a request for an 8-hour day for patriotic reasons, because they realized that the war necessitated their working regularly long hours. There is nothing in the record, however, that shows that at the time they presented their demands for increased wages in June, they did not ask for the full wage desired. If there is any change in the cost of living between July 12, 1918, and the present time, it is probably in favor of the men, although there is no authentic data on which

to base an accurate opinion. Owing to the different season of the year certain commodities may be higher and others lower than on July 12, 1918, but as the seasons change these variation adjust themselves.

It is a fair assumption that the unanimous opinion of the harbor board, as expressed in its award of July 12, 1918, and the unanimous opinion of the Railroad Administration Board, fixing the wages of certain harbor workers, effective September 1, 1918, represented a proper wage scale considering all conditions at that time. Representatives of the men were parties to both of these unanimous decisions. It is certainly, therefore, necessary for those asking an increase now to show convincing proof that the desired increase is justified. In order for industry to revive on a peace basis it must be stabilized. This can not be accomplished during the next few months if wages are to be radically changed, either up or down. Constant readjustment only delays the return of normal conditions.

It must also be remembered that if the employees receive the same wage for 8 hours' work as they did for 12 hours, that while they received no increased income the labor cost to the industry is increased 50 per cent. The only offset to this higher labor cost is greater production per hour than previously prevailed. The records do not show how the efficiency of the harbor crafts can be increased by shortening the work day. An increase of 35 per cent in the labor charge, due to reduced hours of work in operating the harbor crafts, would in itself be a heavy burden to carry and precludes granting an increased wage at the same time.

The annual income of the marine workers is not out of proportion with the annual income of the workers in other occupations requiring equal skill and intelligence. A fact to be considered in comparing the wages of the marine workers with other trades is that these men are usually employed on a monthly basis, the year round, and consequently there is little or no lost time. In addition, many of them receive an allowance of 75 cents per day for board and lodging, while others receive free rent.

There is little, or no evidence in the records as to the wages now being paid in other ports for similar services. We can not assume that the cost of moving freight in the port of New York has no relation to the cost in other ports and an unwarranted cost might easily result in diverting freight, thus reacting unfavorably on the marine workers of New York. This subject should also be studied by the above suggested commission.

No convincing proof was presented for changing the classifications of the occupations as shown in the award of the New York Harbor Board of July 12, 1918. Little evidence was presented by the men to justify the reclassification, as shown in their requests. It is fair to assume the unanimous award of July 12, all parties familiar with the details of the tasks having a voice in that award, represents a better classification and a fairer differentiation between occupations than an arbiter unfamiliar with the details could possibly work out from the unrelated requests as presented by the various crafts.

I therefore find that no wage increase should be granted and that the wage scales in the award of the New York Harbor Board dated July 12, 1918, and those in the award of the Railroad Administration Board dated September 1, 1918, shall remain in effect during the life of this award. That those employees whose working day is herein reduced from 12 hours to 8 hours shall receive the same monthly wage for the 8 hours as they formerly did for 12 hours. Also that the employees whose week has been reduced to 48 hours shall receive the same monthly salary as previously. No findings are herein made for occupations not mentioned in the New York Harbor Board award of July 12, 1918, or for occupations not contained in the order of the Railroad Administration Board of September 1, 1918, as practically no evidence was submitted relative to these additional classifications.

WORKING CONDITIONS.

Tugboats and other towing vessels and steam lighters.

(*A*) Twelve hours shall constitute a day's work where one crew is now employed.

(*B*) Six days, or 48 hours, for boats having more than one crew shall constitute a week's work. The day off to be determined by the employer.

(*C*) Work on week days in excess of 12 hours a day, or 6 days a week, for boats with one crew, or 48 hours a week for boats with more than one crew, shall be considered overtime and paid for at the rate of one and one-half times the regular rate.

(*D*) Double time shall be paid for work on the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(*E*) Double time shall be paid for work on Sundays unless the employee has already had one day's rest in seven or will have one such day in the current swing of his shift.

(*F*) Crews are entitled to pay on Sundays and holidays for only the actual number of hours that they are on duty.

(*G*) In order to determine the hourly rate for men on a monthly wage, multiply the number of hours in a working day by 313 and divide this product into the monthly wage multiplied by 12.

(*H*) In the case of those men who, owing to the shorter workday, need no longer be boarded by the company, or who may be boarded only part of the week, as may occur in the case of those working on a 48-hour week, 75 cents a day shall be added for each day they are not so boarded, or 25 cents for each meal not provided by the company in cases where shifts are changed between meals. This provision does not apply to the crews of ferryboats, tugs, and steam lighters now receiving the hourly rates contained in the order of the Railroad Administration Board effective September 1, 1919, as hourly rate received by these men provides for them to board themselves. This provision applies only for six days a week unless the employee works an extra seventh day.

(*I*) One week's vacation with pay shall be allowed each employee who has been in the service of the company for a period of one year or more.

(*J*) Carfare is to be paid by the employer when boats change crews at other than designated points.

Ferryboats.

(*A*) Eight hours shall constitute a day's work.

(*B*) Six days shall constitute a week's work.

(*C*) All overtime on week days shall be paid for at the rate of time and one-half.

(*D*) Double time shall be paid for work on the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(*E*) Double time shall be paid for work on Sundays unless the employee has already had one day's rest in seven or will have one such day in the current swing of his shift.

(*F*) Crews are entitled to pay on Sundays and holidays for only the actual number of hours that they are on duty.

(*G*) In order to determine the hourly rate of pay for men on a monthly wage, multiply 313 by 8 and divide the product into the monthly wage multiplied by 12.

(*H*) One week's vacation with pay shall be allowed each employee who has been in the service of the company for a period of one year or more.

Lighters, covered barges, and hoisters.

(*A*) Ten hours shall constitute a day's work.

(*B*) Six days shall constitute a week's work.

(*C*) All overtime on week days shall be paid for at the rate of time and one-half.

(*D*) Double time shall be paid for work on the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

(*E*) Double time shall be paid for work on Sundays unless the employee has already had one day's rest in seven or will have one such day in the current swing of his shift.

(*F*) Crews are entitled to pay on Sundays and holidays for only the actual number of hours that they are on duty.

(*G*) In order to determine the hourly rate of pay for men on a monthly wage, multiply 313 by 10 and divide the product into the monthly wage multiplied by 12.

(*H*) One week's vacation with pay shall be allowed each employee who has been in the service of the company for a period of one year or more.

(*I*) All car fares in excess of 10 cents to be paid by the employer to men living within the Metropolitan district, and all car fares to be paid by the employer when the men are on the company's business.

(*J*) The captain shall receive $1.50 for each night he is required to be on his boat for the purpose of watching or towing.

Scows, dumpers, coal boats, and grain boats.

The captain of these boats shall receive $1.50 for each night that he is required to be active for at least one hour after 6 p. m. in the loading or discharging of cargo.

RETROACTIVE REQUEST.

Throughout the hearings before the War Labor Board and also at the hearings before the arbiter the representatives of the Marine Workers' Affiliation emphasized the fact that the request for shorter hours was not to be taken as an indirect method of raising

wages. It is impossible to return the hours that have already passed by any award, and as no increases in the wage scales are granted there is nothing to be gained by making a retroactive date for the findings here made. It will require a few days to secure the additional men necessary to man the ferries and other boats for the crews of which an 8-hour day is provided. In order not to inconvenience the public, the findings contained in this award shall not become effective until March 1, 1919, and shall remain in force until peace is declared, or otherwise until July 1, 1919. During the month of June the commission or the War Labor Board can prepare a carefully adjusted scale of wages and a comprehensive regulation of hours and conditions of employment for all marine workers in the port of New York.

I recommend that the War Labor Board will follow its usual methods for settling any disputes that may arise in putting this award in operation.

V. EVERIT MACY, *Umpire.*

Findings in re Employees v. Sloss-Sheffield Steel & Iron Co., Birmingham, Ala.

(Effective also in the cases of Employees *v.* Suwanee Iron Company and Employees *v.* Sheffield Iron Corporation.)

12. July 31, 1918.

1. *Deductions from wages.*—The complaint of the employees is that the company charges against them $1 per month for a physician, 50 cents per month for the maintenance of a school, and $1.25 per month for insurance. In respect to the first two charges, the arbitrators find that under the conditions prevailing in the neighborhood this is practically the only way of securing medical service and proper educational facilities. The obligation upon the company to select a physician with care and to see to the proper administration of the school fund thus created is obvious and should be strictly fulfilled. The arbitrators do not find the charge for a physician unreasonable, if proper medical service is rendered. The total sum collected from all employees should secure a competent physician and surgeon and proper medical equipment. Indeed, the establishment of a small hospital, it seems to the arbitrators, would not be unreasonable. With respect to the imposition of a charge for insurance, as the president of the company advised us that the matter had been made optional, there is no occasion for action by the arbitrators.

2. *Permit system.*—With reference to the permit system, we deem it proper that the company should require the workman to obtain a permit to change employment from one mine to another mine of the same company; but we condemn any agreement, and any practice under it equivalent to blacklisting, if it exists, by which one company requires a permit from another before a man leaving the employment of one company shall be accepted by the other.

3. *Discounting orders for money to employees.*—The arbitrators direct the discontinuance of the practice, admitted by the company to exist, under which 20 per cent discount has been exacted from advances to employees. It is hoped that the increase in wages herein allowed will prevent the necessity of frequent applications for these advances, but, if made, no discount should be charged.

4. *Intimidation and coercion.*—Relative to the charges of intimidation and coercion made by each side, the arbitrators find that the evidence is not sufficient to establish findings. The fundamental principles upon which the National War Labor Board is founded, however, are conclusive as to these points and admit of no misinterpretation. They are:

The right of workers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.

The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the workers in any manner whatsoever.

Employers should not discharge workers for membership in trade-unions, nor for legitimate trade-union activities.

The workers, in the exercise of their right to organize, should not use coercive measures of any kind to induce persons to join their organizations nor to induce employers to bargain or deal therewith.

5. *Rates of pay.*—The minimum wage for common labor is fixed at 38 cents per hour with the following detail as to occupation and rates of pay:

Common labor.—Thirty-eight cents per hour for the first 8 hours, with 47½ cents per hour for each additional hour worked, making a total of $3.99 for 10 hours' work.

Trammers and dumpers.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Trackmen (foremen).—Forty-two cents per hour for the first 8 hours, with 52½ cents per hour for each additional hour worked, making a total of $4.41 for 10 hours' work.

Trackmen (helpers).—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Trackmen (labor).—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Car repair men.—Forty-four cents per hour for the first 8 hours, with 55 cents per hour for each additional hour worked, making a total of $4.62 for 10 hours' work.

Washer foremen.—Forty-four cents per hour for the first 8 hours, with 55 cents per hour for each additional hour worked, making a total of $4.62 for 10 hours' work.

Washer labor.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Steam shovel engineers.—Fifty cents per hour for the first 8 hours, with 62½ cents per hour for each additional hour worked, making a total of $5.25 for 10 hours' work.

Steam shovel cranemen.—Forty cents per hour for the first 8 hours, with 50 cents per hour hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Steam shovel pitmen.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Steam shovel firemen.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Dinkey engineers.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Dinkey firemen.—Forty-four cents per hour for the first 8 hours, with 55 cents per hour for each additional hour worked, making a total of $4.62 for 10 hours' work.

Carpenters.—Forty-eight cents per hour for the first 8 hours, with 60 cents per hour for each additional hour worked, making a total of $5.04 for 10 hours' work.

Carpenter foremen.—Fifty five cents per hour for the first 8 hours, with 68¾ cents per hour for each additional hour worked, making a total of $5.77½ for 10 hours' work.

Slush pond labor.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Stationary boiler firemen.—Forty-four cents per hour for the first 8 hours, with 55 cents per hour for each additional hour worked, making a total of $4.62 for 10 hours' work.

Pumper, central station.—Forty-five cents per hour for the first 8 hours, with 56¼ cents per hour for each additional hour worked, making a total of $4.72½ for 10 hours' work.

R. R. car tenders.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Common labor (outside).—Thirty-eight cents per hour for the first 8 hours, with 47½ cents per hour for each additional hour worked, making a total of $3.99 for 10 hours' work.

Commom labor (foremen).—Forty-two cents per hour for the first 8 hours, with 52½ cents per hour for each additional hour worked, making a total of $4.41 for 10 hours' work.

Machinists' helpers.—Forty-two cents per hour for the first 8 hours, with 52½ cents per hour for each additional hour worked, making a total of $4.41 for 10 hours' work.

Latheman (machine shop).—Sixty cents per hour for the first 8 hours, with 75 cents per hour for each additional hour worked, making a total of $6.30 for 10 hours' work.

Machine shop helpers.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Machinists at washers.—Fifty cents per hour for the first 8 hours, with 62½ cents per hour for each additional hour worked, making a total of $5.25 for 10 hours' work.

Blacksmiths at machine shop.—Fifty-five cents per hour for the first 8 hours, with 68¾ cents per hour for each additional hour worked, making a total of $5.77½ for 10 hours' work.

Blacksmiths' washers.—Forty-five cents per hour for the first 8 hours, with 56¼ cents per hour for each additional hour worked, making a total of $4.72½ for 10 hours' work.

Blacksmiths' helpers.—Thirty-eight cents per hour for the first 8 hours, with 47½ cents per hour for each additional hour worked, making a total of $3.99 for 10 hours' work.

Switchmen.—Thirty-eight cents per hour for the first 8 hours, with 47½ cents per hour for each additional hour worked, making a total of $3.99 for 10 hours' work.

Signalmen.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Night watchmen.—Forty cents per hour for the first eight hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 hours' work.

Teamsters.—Forty cents per hour for the first 8 hours, with 50 cents per hour for each additional hour worked, making a total of $4.20 for 10 days' work.

Tallymen.—Ninety dollars to ninety-five dollars per month.

Stablemen.—Eighty-five dollars per month.

6. *Overtime.*—Overtime in excess of 10 hours shall be paid for at the rate of time and a half, with double time for Sundays and holidays.

7. *Retroactive feature.*—In accordance with the terms of the agreement by which this case was referred to the joint chairmen of the National War Labor Board as arbitrators, all increases in wages above mentioned shall be effective as of April 17, 1918. The company is granted until September 1, 1918, to make the back wage payments provided for under this retroactive clause.

8. *Period of award.*—The rates herein fixed, except as changed by minor readjustments, shall remain in force during the war; provided, however, that on the 1st day of February, 1919, and at the end of each six months' period thereafter, should conditions materially change, making a readjustment by this board equitable, application may be made to the board by either party.

9. *Supervision of award.*—The secretary of the National War Labor Board shall assign an examiner to supervise the execution of this award. Should a controversy arise in respect to the interpretation of the award, an appeal may be made to the arbitrators of the board rendering this award, pending which appeal the decision of the examiner shall be enforced.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

RESOLUTION IN RE EMPLOYEES v. SLOSS-SHEFFIELD STEEL & IRON CO., BIRMINGHAM, ALA.

February 18, 1919.]

In the matter of case No. 12, that of the Employees *v.* Sloss-Sheffield Steel & Iron Co., of Birmingham, Ala., wherein award was made by Chairmen William H. Taft and Frank P. Walsh as arbitrators, July 31, 1918, the findings of the award being made effective by stipulation against the Suwanee Iron and Sheffield Iron corporations, an application for rehearing and reopening for this award was filed on September 10, 1918, wherein it is asked that this award be denied and set aside and that rehearing be granted before the full board on the ground that the classification of wages is erroneous and makes an abnormal reduction in the number of common laborers, was heard by the recess committee of the board on February 6, 1919, both parties appearing and testimony being heard.

As it appeared from the testimony, the award had been fully complied with by the company up to date, both as to retroactive payment and as to the payment of current wages on the basis as to classification stated in the award, and the company disclaimed

any desire to disturb these payments which had been made, and it further appears that it is provided by section 8 of the award as follows:

> The rates herein fixed, except as changed by minor readjustments, shall remain in force during the war; provided, however, that on the 1st day of February, 1919, and at the end of each six months' period thereafter, should conditions materially change, making a readjustment by this board equitable, application may be made to the board by either party.

It is therefore recommended that the motion for rehearing and review by the full board in this case be denied, without prejudice, however, to the right of either party, should an application be made under section 8 of the award, to question the justice and fairness of the original classification whether as originally made or on account of changed conditions.

WILLIAM HARMAN BLACK,
FREDERICK N. JUDSON,
Vice Chairmen.

Findings in re Machinists v. Worthington Pump & Machinery Corporation, Blake & Knowles Works, East Cambridge, Mass., and Snow-Holly Works, Buffalo, N. Y.

14. July 11, 1918.

BLAKE & KNOWLES WORKS, EAST CAMBRIDGE, MASS.

Following is the award in the case of the Blake & Knowles Works of the Worthington Pump & Machinery Corporation at East Cambridge:

Wages and classification.—The board decides that the following rates shall apply in the Blake & Knowles plant:

Toolmakers, 72 cents per hour.
Machinists, first class, 72 cents per hour.
Machinists, second class, 62 cents per hour.
Specialists and handy men, 52 cents per hour.
Helpers, 46 cents per hour.

Regarding the classification of machinists, the board decides that it will be unwise for it to fix an arbitrary figure as to the number of machinists to be specified in the first class. The board therefore recommends that individual cases—where disputes arise concerning classification of the employee—be decided by the contending parties on the merits of each particular case. The board feels sure that no difficulty will be experienced by the contending parties in handling this question.

In addition the board adopted the following resolution applicable to the Blake & Knowles plant at East Cambridge:

Whereas a governmental necessity exists in the plant of the Worthington Pump Co., at East Cambridge, Mass., which threatens to retard Government work and which, upon direct information from the Secretary of the Navy, it appears that even a short delay will imperil production of U-boat destroyers, thus immediately threatening the life and limb of the American Expeditionary Forces on the high seas and abroad, as well as endangering allied shipping and our coast cities:

Therefore, be it resolved, That the report of the section as to wages in the East Cambridge plant be approved and accepted by the board.

Hours.—As to the basic 8-hour day, be it further resolved, on account of the considerations aforesaid, that the basic 8-hour day be installed at once in said plant.

The board hereby announces that it has under consideration the matter of the determination of the proper working day and that the decision here made may be subject to modification when and as the board comes to a determination in that regard.

Supervision of award.—That for the purpose of carrying out the award the board retains jurisdiction over the Worthington Pump Co. case, and that an examiner directed by the secretary be detailed to see that the award is put in force and made effective immediately.

FREDERICK N. JUDSON,
FRANK P. WALSH,
Joint Chairmen.

SNOW-HOLLY WORKS, BUFFALO, N. Y.

The board adopted the following resolution applicable to the Snow-Holly Works at Buffalo, N. Y.:

Whereas a governmental necessity exists in the plant of the Worthington Pump Co., at Buffalo, N. Y., which threatens to retard Government work and which, upon direct

information from the Secretary of the Navy, it appears that even a short delay will imperil production of U-boat destroyers, thus immediately threatening the life and limb of the American Expeditionary Forces on the high seas and abroad, as well as endangering allied shipping and our coast cities:

Therefore, be it resolved, That, on account of the considerations aforesaid, the basic 8-hour day be installed at once in said plant.

The board hereby announces that it has under consideration the matter of the determination of the proper working day and that the decision here made may be subject to modification when and as the board comes to a determination in that regard.

That for the purpose of carrying out the award the board retains jurisdicion over the Worthington Pump Co. case, and that an examiner directed by the secretary be detailed to see that the award is put in force and made effective immediately.

FREDERICK N. JUDSON,
FRANK P. WALSH,
Joint Chairmen.

INTERPRETATION OF THE AWARD.

October 24, 1918.]

1. This award shall not apply to workers other than those working in the machine shops as classified and rated in the award.

2. When a machine operator or specialist becomes able to do general machine shopwork on various machine tools he is to be put on such work as vacancies occur and reclassified as a machinist, and from then on will be promoted as his ability warrants. Helpers may be advanced to be specialists as their ability becomes manifest.

3. Machinists on particular machine tools who are able to do satisfactorily all work coming within the capacity of the particular machine tool upon which they are working, and who are familiar with and ready to operate other machine tools, are entitled to the same opportunity for promotion as machinists assigned to the other machine tools as vacancies occur—i. e., to receive the highest machinists' rates, provided their ability warrants.

4. A worker shall have the right to request reexamination for increased proficiency at least once a year, and should be encouraged to study the operation of other tools as well as machine-shop practice.

5. DEFINITIONS.—(*a*) *Machinists, first-class.*—Any man who has had four years' experience at the machinist trade as an apprentice or otherwise and who is able to read blue prints and drawings, or who, by his skill and experience, is qualified and capable of fitting together the metal parts of any machine, or is generally competent to do sizing, shaping, turning, boring, grinding, J. & L. work, Gisholt, automatic-screw machine, planing, finishing, adjusting, or job setting the metal parts of any machine whatsoever, shall be considered a first-class machinist, and shall receive the minimum rate of pay established for this class of work. The determination as to the competency of a machinist shall be left to the management, and when a machinist is not considered competent he may be dismissed at the discretion of the management.

(*b*) *Machinists, second class.*—Second-class machinists must have had at least three years' experience at the trade and be able to read blue prints and drawings; must be able to operate at least two standard machine-shop tools or proficiently perform one of the following operations: Lining up, getting the length of valve stems, piston rods, etc., lining up bed plates, vise work, or valve setting.

(*c*) *Specialists.*—Any worker who is regularly assigned to the operation of any machine tool, and who has had at least four months' experience at such work, and who is competent to secure a reasonable production from such tool, but who is not qualified to be classified as a first or second class machinist, shall be classified as a specialist, and shall then be paid the specialist rate. In hiring workers with no machine experience to operate machines the company shall be allowed to pay the worker at the 42-cent rating for a period not to exceed four months, which shall be considered as probationary, after which the worker shall receive at least the 52-cent rating. Any worker with previous machine experience of four months or over shall receive at least the 52-cent rating.

(*d*) *Helpers.*—Any worker whose regular duty it is to assist an operator or machinist in the process of production, whether it be in setting up work, in the operation of the machine tool, or in erecting and assembling, and shall have had at least two months' experience at such work, shall be classified as a helper and rated at the 46-cent rating. This shall not be held to apply to men who perform or are liable to perform only work generally recognized as common labor, such as sweeping or carrying materials or

products, even though such work be performed in the machine shop in and around machines. This classification shall include crane followers, but not the laborers who assist them.

6. No worker once rated as a machinist, specialist, or helper shall be thereafter reduced in his rating except for cause.

7. The only exception to the maximum probationary period of two months herein established shall be in the case of recognized apprentices under 21 years of age, with the full understanding that the worker so hired shall be moved from machine to machine, the chief regard being not to production but to his learning the trade of an all-around machinist.

8. Employees shall receive their first pay on the new basis not later than the last pay day in October, 1918, and shall receive their back pay in four installments, the last installment to be paid by November 15, 1918.

L. A. OSBORNE,
WM. H. JOHNSTON,
Section.

Findings in re Employees v. St. Joseph Lead Co., Herculaneum, Mo.

16. July 31, 1918.

Overtime.—All of the workers coming under this award shall be paid time and a half for the first two hours over the regular shift of eight hours and double time thereafter on ordinary days, as well as Sundays and holidays; this to include common labor as well as skilled and semiskilled.

Period of award.—This award is to take effect as of April 21, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at intervals of six months, beginning February 1, 1919, for such adjustment as changed conditions may render necessary.

The company is granted until September 1, 1918, to make the back-wage payments herein provided.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the Secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect of the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending such appeal the decision of the examiner shall be binding.

Recognition of, and annual contract with, union.—The request of employees for recognition of their organization by the company, and for an annual contract with the company, is denied, for the reason that no such arrangements were in force prior to the submission of this controversy. The principles upon which the National War Labor Board is founded, however, guarantee the right to employees to organize and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, or to induce employers to bargain or deal with their unions. As the right of workers to bargain collectively through committees has been recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

Wages.—The minimum rate of pay for all adults, skilled and semiskilled as well as common labor, shall be $4 per day. The following shall be the schedule of rates:

Employees now receiving $3 per day to be increased to $4 per day.
Employees now receiving $3.10 per day to be increased to $4.10 per day.
Employees now receiving $3.20 per day to be increased to $4.20 per day.
Employees now receiving $3.25 per day to be increased to $4.25 per day.
Employees now receiving $3.45 per day to be increased to $4.45 per day.
Employees now receiving $3.50 per day to be increased to $4.50 per day.
Employees now receiving $3.60 per day to be increased to $4.60 per day.
Employees now receiving $3.80 periday to be increased to $4.80 per day.
Employees now receiving $3.90 per day to be increased to $4.90 per day.
Employees now receiving $3.95 per day to be increased to $4.95 per day.
Employees now receiving $4 per day to be increased to $5 per day.
Employees now receiving $4.06 per day to be increased to $5 per day.
Employees now receiving $4.15 per day to be increased to $5.05 per day.
Employees now receiving $4.20 per day to be increased to $5.10 per day.
Employees now receiving $4.25 per day to be increased to $5.15 per day.
Employees now receiving $4.30 per day to be increased to $5.20 per day.

Employees now receiving $4.45 per day to be increased to $5.25 per day.
Employees now receiving $4.50 per day to be increased to $5.30 per day.
Employees now receiving $4.65 per day to be increased to $5.35 per day.
Employees now receiving $4.75 per day to be increased to $5.40 per day.
Employees now receiving $4.80 per day to be increased to $5.45 per day.
Employees now receiving $5 per day to be increased to $5.50 per day.
Employees now receiving $5.10 per day to be increased to $5.55 per day.
Employees now receiving $5.25 per day to be increased to $5.60 per day.
Employees now receiving $5.60 per day to be increased to $5.65 per day.
Employees now receiving $5.85 per day to be increased to $5.90 per day.
Employees now receiving $7.05 per day to be increased to $7.50 per day.
Employees now receiving $7.50 per day to be increased to $7.75 per day.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

Finding in re Docket No. 21, Employees v. A. E. Hammond Lumber Co., and Docket No. 21b, Employees v. St. John Lumber Co., Van Buren, Me.

21 and 21b. January 15, 1919.

MEMORANDUM TO THE BOARD.

In neither of the two above cases is there a mutual submission. In fact, the employers refused to appear at any hearing. These cases came to the board from the Department of Labor, a conciliator having been sent by them to Van Buren, Me., without result. An agent of the Naval Intelligence Service at Boston was also detailed to investigate the case. An examiner from this board—namely, John J. K. Caskie—was in Van Buren on October 12, 13, and 14, 1918.

The testimony, which is all ex parte, seems to indicate a peculiar condition of mix-up, in which questions of membership in unions, possible religious affiliations, payment of wages in Canadian money, importation of laborers from the Canadian side of the river all have a bearing. Apparently the intelligence officer sent up by the Navy Department did not feel that any action was necessary on their part. Whether he was justified in leaving matters in status quo we are unable to judge. The employees submit a scale of wages for various classes of employment, but their complaint, as shown by their testimony before the examiner, seems to be principally on the question of wages paid to common labor. The rate paid is 30 cents per hour for a 10-hour day, which they claim is too low.

Van Buren is a remote point, and it is difficult to form a judgment of what living conditions and cost of living are at that point.

We recommend the following finding:

FINDING.

The principles of the board under the headings "Right to organize" and "Existing conditions" are hereby ratified and confirmed.

The board recommends that a committee or committees of the workers be organized and that the employers treat with same relative to working conditions, wages, etc.

The board further recommends that all employees now receiving less than 35 cents per hour be increased to 35 cents, and that this finding be made retroactive to May 7, 1918.

This finding shall be effective for the duration of the war.

C. A. CROCKER,
T. M. GUERIN,
Section.

Findings in re Machinists and Electrical Workers and Other Employees v. Bethlehem Steel Co., Bethlehem, Pa.

22. July 31, 1918.

The case of the Machinists and Electrical Workers *v.* Bethlehem Steel Co. is of unquestionable importance from the standpoint of the war. It appears beyond doubt that the dissatisfaction among the employees of the company has had and is having a seriously detrimental effect upon the production of war materials absolutely necessary to the success of the American Expeditionary Forces. This was clearly developed in the testimony of the officials of the Ordnance Department.

The main cause of the dissatisfaction is a bonus system so complicated and difficult to understand that almost one-half of the time of the hearings was consumed in efforts to secure a clear idea of the system. The absence of any method of collective bargaining between the management and the employees is another serious cause of unrest, as is also the lack of a basic guaranteed minimum-wage rate.

After having carefully reviewed all the evidence in the case, the board makes the following findings:

1. *Piece rates, bonus, and basic hourly rates: Machine shops.*—(*a*) The bonus system now in operation should be entirely revised or eliminated; piecework rates should be revised also; and a designated, guaranteed minimum hourly wage rate should be established in conformity with such of the scales now being applied by the War or Navy Department as most nearly fits the conditions in this particular case.

(*b*) Any necessary revision of piecework rates shall be made by an expert in cooperation with the Ordnance Department, the plant management, and a committee from the shops, such expert to be selected by the National War Labor Board and with the approval of the Secretary of War.

(*c*) The piece rates thus established shall not be reduced during the period of the war.

2. *Overtime.*—Daily overtime should be compensated at the rate of time and a half and Sundays and holidays at double time. In the fixing of piece rates provision should be made for overtime payment such as is now made in the case of time workers. The definition of what days constitute holidays and the division of the weekly work periods can, in the opinion of the board, be settled best by conference between committees hereinafter provided and the management of the plant.

3. *Committees.*—The right of employees to bargain collectively is recognized by the National War Labor Board; therefore the employees of the Bethlehem plant should be guaranteed this right. The workers at the Bethlehem plant should use the same method of electing committees as is provided in the award of the National War Labor Board for the workers of the General Electric Co., at Pittsfield, Mass.[2]

4. *Employment of women.*—On work ordinarily performed by men, women must be allowed equal pay for equal work and must not be allotted tasks disproportionate to their strength.

5. *Military exemption.*—The evidence relative to the complaints of the workers that foremen and other subordinate officials of the plant have made improper use of the selective draft act shall be referred to the War Department for such action as may be warranted by the facts and the law.

6. *Electrical workers.*—The board finds in the case of the electrical workers that the following rates should be established:

First class, 67.5 cents per hour.
Second class, 62.5 cents per hour.
Helpers, 40 cents per hour.

Overtime provisions should be the same as hereinbefore specified.

7. *Other departments.*—Wages and working conditions of other departments and crafts shall be considered and adjusted by the committees provided for in paragraph (*b*) of section 1.

8. *Local board.*—A local board of mediation and conciliation, consisting of six members, shall be established, three members of which shall be selected by the company and three by the employees, for the purpose of bringing about agreements on disputed issues not covered by these findings. In the event of the local board failing to bring about an agreement, the points at issue shall be referred to the National War Labor Board. The members of the local board shall be compensated for their services by the parties whom they represent. This board shall be presided over by a chairman who shall be selected by and represent the Secretary of War.

9. *No reductions.*—The revision of wages or earnings provided for in this award shall in no case operate to reduce the wages or earnings of any employee.

10. *Discrimination.*—The examiner hereinafter provided for shall investigate the charges of discrimination, and shall report his conclusions, with recommendation, in each unsettled case to the National War Labor Board and to the company.

11. *Interpretation of findings.*—The National War Labor Board shall detail an examiner to supervise the application of these findings. The examiner shall hear any differences arising between the parties in respect to these findings, and shall promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board. Pending such appeal the decision of the examiner shall be enforced.

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[2] Docket No. 19 not printed herewith.

12. *Period of award.*—These findings are to take effect August 1, 1918, and shall be effective for the duration of the war, except that either party may reopen the case before the board at periods of six months' interval for such adjustments as changed conditions may render necessary.

The board desires to point out to both parties to this controversy that the questions raised and for which the board has endeavored to find solution have largely to do with matters which will require a reasonable time to satisfactorily adjust, and that in view of the vital importance of the output of the Bethlehem Steel Co. both sides should address themselves with patience and good spirit to finding fair and reasonable adjustments of the matters to which the board here directs attention.

WM. H. TAFT,
FRANK P. WALSH,
Joint Chairmen.

REPORT OF THE SECTION RELATIVE TO RETROACTIVE PAY IN CONNECTION WITH THE BETHLEHEM AWARD.

March 26, 1919.]

In connection with the attached letter from Maj. Hawkins [3] your section would recommend the following method of procedure:

1. That the secretary be authorized to appoint an administrator to proceed at once to Bethlehem.
2. That this administrator be authorized to interpret the award and rulings of examiners to the pay department of the Bethlehem Corporation.
3. That the clerical forces of the pay department under these rulings work out the amount due each employee or former employee during the term of the award.
4. That these services be performed by the pay department of the Bethlehem Steel Corporation with the understanding that the clerical expense involved would become part of the amount to be paid to the Bethlehem Steel Corporation.
5. That after the pay department has worked out the amounts due each employee or former employee, that this amount would be certified by the administrator and paid by the company.
6. That the company would render a statement for these amounts, addressed to the Ordnance Department, which statement should be presented to the administrator, who would approve it and transmit it to the Ordnance Department. The Ordnance Department would then make payment to the Bethlehem Steel Corporation to reimburse it for payments made under this procedure.
7. The period to which the award shall apply shall be determined by the secretary in consultation with Maj. Hawkins.

WM. H. JOHNSTON,
P. F. SULLIVAN,
Section.

PLAN OF COLLECTIVE BARGAINING.

April 3, 1919.]

I. COMMITTEES.

1. Committeemen elected under the supervision of the National War Labor Board in the recent elections shall serve as members of the general committee, and shall serve for a term of one year from time of elections and until elections are held and successors elected. Committeemen may be eligible for reelection.

2. There shall be one committeeman from each department for the first 100 employees or major fraction thereof, and one additional committeeman for each additional 100 or major fraction thereof. When the number in a department is less than 50 employees they may be grouped with the employees of another department. The distribution of these employees shall be determined by the general committee and the company, due consideration being given to geographic location, nature of the work, and supervision.

3. In departments where vacancies exist at present, or where the number of committeemen are less than the basis of representation as noted above, arrangements shall be made immediately by the general committee in conference with representatives of the company for the holding of elections to fill these vacancies; said elections to be supervised by representatives elected by the general committee with the cooperation

[3] Not printed herewith.

of the company, as provided for in detail in article 4. Future vacancies until next regular election shall be filed in the same manner.

4. In departments where the number of committeemen exceeds the number allowed by the basis of representation noted above, the excess committeemen shall be retired, beginning with the committeeman who received the smallest number of votes when elected, the committeemen so retired to continue to act when need be as alternates.

5. Committeemen who have been in conference with the officials of the company on the award handed down by the War Labor Board, or who have appeared before the War Labor Labor in behalf of the employees in this case, shall be recognized as members of the general committee and eligible to become members of the subcommittees, even though they may be transferred to other departments in the plant than where they were elected as committeemen.

6. A committeeman may be recalled by the general committee upon the filing with this committee of a petition signed by at least two-thirds of the voters in his department.

II. QUALIFICATIONS FOR COMMITTEEMEN.

Any employee who has been on the company's pay roll for a period of four months prior to nominations, who is 21 years of age or over, and who is an American citizen or has taken out his first papers, shall be considered qualified for nomination and election as a committeeman.

In this connection the entire period of service of an employee shall be considered, irrespective of any lapses in employment or transfers from one department to another.

III. QUALIFICATIONS FOR VOTERS.

All employees who have been on the company's pay roll for a period of at least 60 days prior to the date fixed for nominations shall be entitled to vote.

IV. NOMINATIONS AND ELECTIONS.

1. Nominations and elections shall be held annually, in the month of November.

2. Nominations shall be held on the second Monday, and elections on the following Friday of the month named. In the event of either of these days being a holiday, the day immediately following shall be substituted.

3. Nominations shall be made by petition, and any employee who comes within the qualifications laid down for committeemen shall secure signers to the number of at least 10 per cent of the voters in his department in order to have his name printed on the official ballot.

4. On the day of elections each duly qualified voter shall be furnished by the general committee with a ballot on which the names of the candidates shall be printed in alphabetical order. The voter shall indicate his preference by placing a cross (×) opposite the names of the candidates of his choice.

5. Candidates to the number of committeemen to which a department is entitled may be voted for, and this number shall be stated on the ballot. If this number is exceeded the ballot shall be void.

6. Each voter shall deposit his own ballot in a box provided for the purpose by the general committee, and the ballots shall be counted under the direction and supervision of said committee. The candidates receiving the greatest number of votes shall be declared elected.

The company may designate a representative to check the qualifications of voters and the counting of the ballots, and to certify as to the validity of the election.

7. In the event of a tie, seniority in the company's employment in this plant shall determine the choice.

8. In the event of a controversy arising concerning any nomination or election, it shall be referred to and decided by the general committee. The company may designate a representative to be present at the session when such decision is rendered and to certify as to its validity.

9. The general committee may make such provision as they may consider necessary for assisting any voter, who may so request, in properly marking his ballot. Such regulations for assisting voters as may be made by the committee shall be transmitted to the company and posted at the place of election.

V. GRIEVANCES.

Employees or committees having a grievance shall make an effort to adjust same first with the foreman, and failing in this matter should be referred to the general foreman or shop superintendent by the shop or department committee. If no adjustment is reached, the shop or department committee shall make an effort to adjust the same with the management, through its authorized representative, and failing in this the matter should be referred to the general committee or subcommittee thereof for adjustment with the management. The management will deal with any subcommittee selected by the general committee from among their number.

In case no adjustment is reached between the management and the general committee, or subcommittee thereof, the points in dispute may be referred to arbitration by consent of the parties concerned, within 10 days after final disagreement between the committee and the management.

VI. GENERAL QUESTIONS.

The general committee may designate subcommittees from among their number to take up the matters of wage scale and working conditions, or any other matters that it may deem necessary to submit to the management for its consideration.

VII. GUARANTEEING THE INDEPENDENCE OF COMMITTEEMEN.

It is understood and agreed that each committeeman shall be free to discharge his duties in an independent manner, without fear that his individual relations with the company may be affected in the least degree by any action taken by him in his representative capacity.

To insure to each committeeman his right to such independent action, he shall have the right to take the question of an alleged personal discrimination against him, on account of his acts in his representative capacity, to any of the superior officers or to the president of the company, through the general committee or subcommittee thereof.

Having exercised this right in the consecutive order indicated and failing a satisfactory remedy within 10 days, a committeeman shall have the further right to appeal to the secretary of the United States Department of Labor. The company shall furnish the Secretary of Labor with every facility for the determination of the facts, and the findings and recommendations of the said Secretary of Labor shall be final and binding.

VIII. DURATION OF PLAN.

This plan may be altered or amended by mutual agreement. Thirty (30) days' written notice must be given by either party wishing to amend or alter the plan.

A STATEMENT TO THE WORKERS OF THE BETHLEHEM STEEL COMPANY OF THE PURPOSES OF THE WAR LABOR BOARD AWARD AND OF THE PLANS FOR THE ELECTION OF THE SHOP COMMITTEES TO CARRY OUT THE PRINCIPLES OF COLLECTIVE BARGAINING PROVIDED FOR IN THE AWARD.[4]

October 9, 1918.]

To the Men and Women of the Bethlehem Steel Co.:

On August 1, 1918, the National War Labor Board handed down its decision in the case of the employees of the local plants of the Bethlehem Steel Co. The decision expressly provides that all conditions of the award shall be in effect as of the above date. Representatives of the War Labor Board are now in Bethlehem under instructions to put the award into effect. This will be done at the earliest possible date. The task is a large one and necessarily will take considerable time. Whole-hearted cooperation by both the company and the workers will make the task easier and secure the results desired. We are assured that such cooperation will be given by both sides.

The purposes of the award, which by its acceptance by the company becomes an agreement between the company and its employees, are as follows:

[4] Bulletin No. I.

PURPOSES OF THE AWARD.

1. To give the employees a direct voice in determining their working conditions.
2. To provide a method of mutual bargaining between the company and the chosen representatives of shop and craft groups.
3. To provide ready means for conferences between employees and management on all matters affecting common interests.
4. To provide an agency for the prompt adjustment of all differences that may arise between the employees and the management, either groups or individuals.
5. To furnish an agency for working out the classification of employees, hourly wage, and piece work rates and "entire revision or elimination" of the present bonus system.

The award provides for the appointment of an expert selected by the War Labor Board, with the approval of the Secretary of War, to assist in determining just piece rates. The War Labor Board has detailed an examiner from its staff to supervise the application of the other provisions of the award. The examiner is empowered to investigate all charges of discrimination and to hear any differences that may arise between the company and its employees in the interpretation and application of the award. Either side may appeal from his decision to the War Labor Board. The award shall be in effect for the duration of the war, but either side may reopen the case at the end of any six months' period, dating from August 1, 1918.

The award also provides for the establishment of a permanent local board of mediation and conciliation, consisting of six members, three of whom shall be selected by the company and three by the employees, with a chairman named by the Secretary of War. It will be the work of this board to bring about agreements of disputed issues not directly covered by the award.

The right of employees to belong to labor unions is distinctly recognized in the award and discrimination by the management against union employees expressly prohibited. Nor shall any employee be subject to discrimination on account of his acts as a shop or other group representative.

THE PLAN OF THE ELECTIONS.

The immediate task in hand is the election of the persons who shall represent the various shops in the work of carrying out the award. The elections and the counting of the ballots will be under the sole supervision of the War Labor Board's representatives, assisted by shop employees selected by them. It is the judgment of the War Labor Board that the most practical plan is to hold the elections in the shops. For this purpose voting booths will be located in convenient locations and boxes supplied in which to deposit the ballots. The electricians and the machine shop groups will be taken care of first. If readjustments to provide representation for some of the craft groups not taken care of in the election plan are necessary this can be arranged later.

This election means much to the future welfare of the workers in the Bethlehem plant. A general participation by them in the election is necessary to secure proper results. To this end we ask for the cooperation of every qualified voter.

The detailed method of conducting the elections will be explained in later bulletins or by notices posted in the shops.

NATIONAL WAR LABOR BOARD.
JOHN A. HENDERSON, *Examiner in Charge.*

METHODS OF PROCEDURE FOR DETERMINING CLASSIFICATIONS AND RATES AND MAKING OTHER ADJUSTMENTS.[5]

November, 1918.]

To the Bethlehem Steel Co. and the Committee Elected from the Departments:

The first state in the application of the award of the National War Labor Board in the Bethlehem plants of the Bethlehem Steel Co. is nearing completion. The shop committee provided for in the award are nearly all elected.

The examiners desire in this connection to express their appreciation of the interest and cooperation from all concerned which has helped to make these elections a success.

[5] Bulletin No. 2.

It becomes desirable to indicate some of the methods of procedure by which these committees may accomplish the desired results.

The most important matters calling for immediate consideration are the establishment of classifications among the machine shop employees, minimum hourly rates, and revision of piece rates.

None of these could be satisfactorily considered until the machine shop elections were completed.

DETERMINATION OF RATES.

The committeemen from the machine shops will organize from their number a smaller conference committee to handle for them the negotiations regarding classifications and rates.

The National War Labor Board evidently did not intend to fix precisely the rates for the Bethlehem shops. Had they so intended definite rates would be found in the award such as appear in several others. The intention clearly was to set up as a standard the rates prevailing in the arsenals and navy yards at the time of the handing down the decision and to determine by discussion which of them or what combination from them was most applicable to the Bethlehem situation.

The discussion of classification and minimum hourly rates will be conducted as follows:

An examiner of the War Labor Board will be chairman of a meeting or series of meetings at which the machinists' committee and representatives of the Bethlehem management will be present. The rate expert appointed by the National War Labor Board will sit in this conference in order that it may have the benefit of the information which he has gathered.

The examiner will ask for proposals from both the committee and the representatives of the management regarding classifications and rates. On the basis of such proposals and such information as may be given by the rate experts there will be full discussion and effort to reach agreement.

A sufficient number of meetings will be devoted to these discussions to permit complete presentation of views and the reaching of an agreement.

If it becomes evident that no agreement is possible, the examiner will decide promptly on disputed points. From his decision an appeal may be taken by either party of the National War Labor Board.

The method of procedure in determining piece rates will be the same except that the rate expert of the board will be the presiding officer. It may prove desirable to have committees from each shop for piece rate discussion. This will be decided by consultation with the conference committee from the machine shops.

HANDLING OF ADJUSTMENTS.

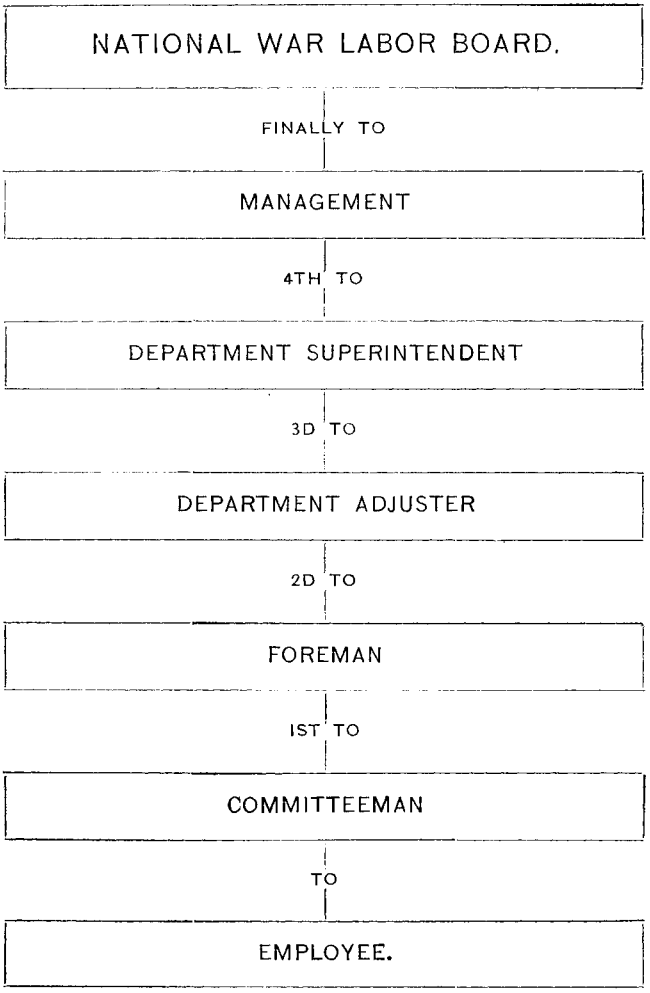
The general procedure in case any employee has a matter requiring adjustment is indicated by the accompanying diagram. [See next page.]

Any employee wishing any kind of an adjustment will take it up with a member or members of the committee in his department. If the committeemen consider the matter of importance they will go to the foreman. If he can not satisfactorily adjust the matter the committee will proceed step by step in the order indicated until they secure an adjustment. The last appeal lies to the War Labor Board, whose decision is necessarily final.

It will be arranged that each person in the series who feels obliged to make an adverse decision will hasten in every possible way the transfer of the matter to the next in authority.

Committeemen should exercise care regarding the cases which they take up. Discourage the bringing of cases which are unimportant. Your usefulness as a committeeman will depend on not taking trifling cases and when you think a case has merit in sparing no effort to get results.

BOARD OF EXAMINERS, NATIONAL WAR LABOR BOARD.
LUCIAN W. CHANEY, *Chairman.*



RULING NO. 2. IN THE MATTER OF LAYOFFS OF MEMBERS OF SHOP COMMITTEES.

November 22, 1918.]

Because of the probability of reductions in the working force of the Bethlehem Steel Co. as a result of recent events, the examiner in charge hereby makes the following rulings:

The committeemen under the award of the National War Labor Board in the Bethlehem Steel Co. case can not be laid off without violation of award except for just and valid cause relating to the conduct or operations of business and then only in proportion to the layoff of employees in the shop effected. In other words, 100 employees must have been laid off in a shop where the shop committee is larger than one before a committeeman may be laid off, and in shops where there is only one committeeman he shall not be laid off until employees in that shop shall be reduced to less than 25 in number.

If any committee members have been laid off previous to this ruling and in violation of conditions specified above, they shall be reinstated immediately.

RICHARD B. GREGG,
Examiner in Charge.

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RULING NO. 3. IN THE MATTER OF ADDRESSES OF DISCHARGED EMPLOYEES.

December 3, 1918.]

Under the terms of the award of the National War Labor Board certain employees of the Bethlehem Steel Co. are entitled to back pay. Just which employees are or will become so entitled and how much they will be entitled to is, to a considerable extent, not defined in detail under the award. The award, however, provides for machinery to clearly determine these rights.

Many employees are now being laid off or discharged by the company before these rights are settled in detail.

In order that the company may be able to fulfill its obligations, and that employees who are or may become entitled to back pay may obtain satisfaction of their rights, and in order to clarify the situation, I hereby rule as follows:

(1) A right to back pay when it has once been definitely established by the terms or operation of the award shall date back to August 1, 1918, the date when the award took effect.

(2) That after one day's preparation from the date of this ruling, the company shall secure and keep a record of the permanent address of every employee who is laid off or discharged or who voluntarily leaves the employ of the company. In cases where employees have no permanent address, the company shall request the employee leaving to notify the company once a month what his or her address is, and the company, if need be through interpreters, shall see to it that such employee understands this request and the reason for it; and shall furthermore prepare to keep such records in form suitable to their use.

(3) That the company shall endeavor by suitable advertising and other means to obtain the permanent addresses of all employees who have left since August 1, 1918, been laid off, discharged, or who voluntarily left the employ of the company, and also to obtain from month to month the new addresses of the former employees who have no permanent address. All addressed obtained in this way shall be kept in a manner suitable for their effective use for purposes of this ruling.

R. B. GREGG,
Examiner in Charge.

RULING No. 4. RULING IN THE MATTER OF OVERTIME PAY FOR TIME AND PIECE WORKERS.

December 10, 1918.]

The award of the National War Labor Board in the case of the Bethlehem Steel Co. provides in section 2, "Daily overtime should be compensated at the rate of time and a half and Sundays and holidays at double time. In the fixing of piece rates provision should be made for overtime payment such as is now made in the case of time workers."

The award does not specify how many hours per day are to be the basis for computing overtime. Nor does the wording of the award define the exact method of computing overtime pay for pieceworkers. To clarify these points the examiner in charge hereby makes the following ruling:

1. The 8-hour day shall be the basis upon which overtime under this award shall be figured for all employees engaged during the life of the award directly on war work for the United States, British, French, Italian or other Allied Governments, such as in machine shops, shell and gun forging shops, and elsewhere.

2. In shops or departments where not less than one-half of the mechanics and laborers have been engaged in any pay period during the life of the award on war work for the United States or any Allied Government, all the remaining employees in that shop or department who are included under the award shall also have their overtime pay for that pay period based on the 8-hour day.

3. For the purposes of figuring overtime under this award the basic 8-hour day does not apply to employees in those shops or departments engaged entirely upon production of commercial work for the open market or upon the production of steel billets, rolled steel, or other unfinished products capable of being used for sale in the open market. All processes up to the step where the material is definitely cut or formed into shape for use under government contract are not under the basic 8-hour day for the purposes of computing overtime under this award. If, however, on August 1, 1918, or subsequent thereto, there was an agreement or understanding between the management and employees of any shop or department providing for an 8-hour day or shift, this understanding or agreement shall prevail and the 8-hour day be the basis of figuring overtime pay in that shop or department.

4. For all employees not coming under the basic 8-hour day, the length of working day or shift in effect in this plant August 1, 1918, shall be used as the basis for com-

puting pay for overtime work. The night shift following a Sunday or holiday shall count as a Sunday or holiday for workers working on that shift.

5. Any controversy between the management and employees as to whether the facts about the work of a given group, shop, or department entitle, under the foregoing paragraphs, the employees in that group, shop, or department to have their overtime pay figured on a basic 8-hour day, shall be considered in joint meetings between the management and the committee of the given shop or department. If not satisfactorily settled there it shall then be referred to the local board of mediation and conciliation for settlement.

6. If the principle or rule by which the application of the basic 8-hour day is to be determined for the purposes of computing overtime pay under the award is in any case not clear, the question shall be referred in writing to the examiner in charge for a further ruling.

[6] 7. For the purpose of computing back pay for all workers coming within the basic 8-hour day rule, all time worked in excess of eight hours within any one day or of 48 hours within any one full week shall be considered overtime, but no worker shall be entitled to additional payment for overtime or extra time unless he shall have worked 48 hours in said full week (or 40 hours when a holiday intervenes), except in the case of illness, accident, misfortune, or other just and necessary cause.

8. For employees working on either a time rate or piece rate basis, the rate of each worker under which he was being paid at the time the work was done shall be used as the basis for computing his overtime pay except as provided in the next paragraph.

9. In the case of machine-shop employees or other machinists coming under the classification and rates specified by the examiners on November 19, 1918, and working on a time rate, and in the case of any hitherto unclassified electrical workers working on a time rate also after each such worker has been classified in accordance with the terms of said ruling of November 19, or of the award, if his new minimum hourly rate, by virtue of that ruling or the award, is higher than his hourly rate at the time the work was done, his overtime, Sunday, and holiday pay shall be recomputed for the additional amount arising from such increase. However, in order that the work of classification may not delay payments of back pay for overtime, Sunday, or holiday work, all such workers shall be entitled to a first payment of back pay for overtime computed on the basis stated in the foregoing paragraph 8.

10. Since the definition of holidays provided for in the award has not yet been made, the company shall for each shop or department compute payments due for holiday work only for such holidays as have actually been recognized by the management in that shop or department since August 1, 1918. Any controversy whether a holiday was so recognized shall be referred for settlement to the local board of mediation and conciliation. Subsequently, if any more holidays are agreed upon in accordance with the award and rulings and such holidays occur between August 1, 1918, and the date of payment of back pay for overtime and extra time under the award and ruling, further back pay due for work done on those additional holidays shall be computed and paid promptly.

11. Payments due on account of Sunday work shall be computed without reference to holiday work.

12. The clause of the award granting overtime pay to pieceworkers applies to all pieceworkers coming under the award, whether in machine shops or elsewhere. For instance, all workers paid on a tonnage or other similar basis are to be considered pieceworkers for this purpose.

13. The method of computing overtime for pieceworkers shall be as follows: Overtime hours worked in any pay period since August 1, 1918, shall be paid for at the rate of one and one-half times the average piece earnings per hour for the given pay period. That is, the total piece earnings for each pay period are to be divided by the total hours worked, including Sundays and holidays, during that period, to get the average piece earnings per hour for that pay period, and that is to be multiplied by one and one-half times the number of total overtime hours, excluding Sunday and holiday hours, during the given pay period.

14. Sunday and holiday hours worked in any given pay period since August 1, 1918, shall be paid for at the rate of twice the average piece earnings for the given pay period. That is, the average piece earnings per hour, computed as above described in paragraph 13, is to be multiplied by twice the number of total Sunday and holiday hours during the given pay period.

15. The increase payable as back pay to a pieceworker on account of overtime, Sunday, and holiday work shall be computed as follows: The total number of regular or straight time hours, excluding Sundays and holidays, shall be multiplied by the

[6] Paragraph 7 overruled and canceled Dec. 16, 1918, by National War Labor Board at Washington.

average piecework earnings per hour (obtained as above described in paragraph 13) to get the total regular or straight time piece earnings for the given pay period. To this shall be added the total overtime piece earnings (obtained as above described in paragraph 13) and the total Sunday and holiday piece earnings (obtained as above described in paragraph 14). From the sum of those three items shall be subtracted the total piece earnings actually paid to the employee for the given pay period. The remainder is the increase payable to the pieceworker on account of week-day overtime, Sunday, and holiday work. This amount is all that the pieceworker is entitled to for back pay on account of overtime, Sunday, and holiday work for the given pay period.

For example: Suppose in a given pay period a pieceworker works 140 total hours of which 96 hours are regular time, 24 hours are week-day overtime, and 20 hours are Sunday and holiday time. Suppose his total piece earnings were $140. His average piece earnings per hour would then be $1.

Piece earnings on regular time	$96
Piece earnings on overtime at time and one-half	36
Piece earnings on Sundays and holidays at double time	40
Total piece earnings payable	172
Subtract piece earnings actually paid	140
Amount of increase payable as back pay	32

16. For the purpose of paragraphs 13 and 14, if in any given pay period the average rate of piece earnings per hour of any pieceworker is found to be less than his guaranteed hourly base rate at the time the work was done, his guaranteed hourly base rate at that time, instead of his average piece earnings per hour, shall be used in computing his overtime, Sunday, and holiday pay. Subsequently, if classification under this award or the examiners' ruling of November 19, 1918, shall entitle him to a higher minimum hourly rate, a recomputation of his overtime, Sunday, and holiday pay shall be made on the basis of his new minimum hourly rate, and this new rate shall be used instead of his average piece earnings per hour in computing his pay for overtime, Sunday, and holiday work on a piece-rate basis, and he shall be paid the increase.

17. The pay for overtime, Sunday, and holiday work of both piece and time workers is to be computed separately for each pay period.

18. The overtime, Sunday, and holiday work for a piece-rate job uncompleted at the beginning or end of a given pay period, or for a piece-rate job, the record of completion of which has not at that time been handed in, shall be counted in the pay period when the record of the completed job was turned in by the worker in question (or other person who customarily turns in such records) to the person or office designated to receive such records from him.

19. If during any pay period a worker by reason of transfer was engaged partly in work entitling him to payment for overtime under any of the foregoing paragraphs and partly in work not entitling him to such overtime pay, his overtime shall be computed and paid for all work entitling him to overtime pay.

20. Back pay on account of overtime or Sunday or holiday work for employees working on either a time-rate basis or piece-rate basis and entitled to such pay under the award and this ruling shall be computed from August 1, 1918, and shall continue to the date of payment. Thereafter all overtime, holiday, or Sunday work during the life of the award shall be paid for in accordance with the terms of the award and rulings made under it.

21. All back pay due on account of all overtime, Sunday, and holiday work done by workers coming under the award on either a piece-rate or time-rate basis shall be computed and paid on or before January 15, 1919.

Recognizing the clerical work necessary to make these computations, the back pay due for each pay period shall be computed as soon as practicable within the above-mentioned limits and as soon as computed shall be paid at the next succeeding pay day or earlier within the said limits.

22. Any workers who come under the award and this ruling and who have been employed at any time since August 1, 1918, are entitled to receive any back pay for overtime, Sunday, and holiday work due them in consequence of the award and this ruling. That is, a worker who was for a while in the employ of the company since August 1, 1918, but has left that employ before the date of this ruling or before the back pay due him is computed, is not debarred because of that separation, from receiving any back pay due him under the award and this ruling for the period he worked for the company.

23. As soon as the back pay due under this ruling to any former employee is computed, the company shall promptly notify him at the most recent and reliable address

known, and upon application shall forward the payment with such safeguards as seem advisable. The cost of postage for mailing and registering, if used, may be deducted from such back pay.

24. Former employees entitled to back pay under the award and any rulings thereunder who fail to receive such back pay shall have 60 days from the date when such back pay is made payable under the rulings within which to further notify the company of their addresses and claim any back pay due them. If the company has not, after careful trial as provided in ruling 3, dated December 3, 1918, been able to locate such former employees and has not received any claim for back pay as provided above, it shall no longer be under obligation, under the terms of the award and rulings thereunder, to pay such former employee such back pay.

25. Because of the complexity of points involved and need for further consideration, the examiner in charge reserves his decision on the question of whether overtime is to be paid to workers on a bonus basis, and if so by what method of computation.

26. From these and any other rulings which may be made by the examiner in charge, any party to the award has the right to appeal to the National War Labor Board at Washington. Such appeal, to be valid, must be made in writing with a full statement of reasons in support of the appeal, and be signed by the party or parties making the appeal (stating their address), and be addressed to E. B. Woods, Chief Administrator of Awards, National War Labor Board, Massachusetts Avenue, Washington, D. C., and be received by him within 10 days from the date of the ruling appealed from. The National War Labor Board has adopted the following rule as to appeals from a ruling of an examiner or administrator:

"Pending the appeal from the decision of the administrator, his decision shall be enforced except in cases where it involves, directly or indirectly, the payment of wages. In such cases the filing of the appeal with the administrator or board shall operate as a stay."

RICHARD B. GREGG,
Examiner in Charge.

RULING NO. 5.

December 12, 1918.]

The employees in the Redington works of the Bethlehem Steel Co. are not included under the award of the National War Labor Board since the award by its terms applies to the plant at Bethlehem, Pa.

RULING NO. 6.

December 12, 1918.]

Machinists and similar craftsmen who come within the classification of the ruling of November 19, 1918, relating to the classification and wage scale of machine shop workers, but who work in shops other than machine shops are nevertheless entitled to be classified and receive the wage rates specified in that ruling of November 19, 1918. For such workers the first payment of back pay due them by virtue of this ruling and of said ruling of November 19 shall be made within 30 days from the date of this ruling, and shall be completed at a date to be announced hereafter by the examiner in charge. Such back pay shall, as in the case of machine shop workers, date back to August 1, 1918.

RULING NO. 7.

December 19, 1918.]

Since the declared principles of the National War Labor Board state that "The basic 8-hour day is recognized as applying in all cases in which the existing law requires it," nothing in ruling No. 4, in the matter of overtime pay, made by the examiner in charge on December 10, 1918, shall be taken to override any rights which employees have under the so-called Federal eight-hour law.

RULING NO. 8.

December 19, 1918.]

Ruling No. 4, in the matter of overtime pay, made by the examiner in charge December 10, 1918, does not prohibit the insertion of a retroactive provision in any subsequent agreement between the company and the employees as to wages or hours upon which wages are computed.

RULING NO. 9.

January 16, 1919.]

In the first part of paragraph 2 of ruling No. 4, issued December 10, 1918, the clause reading "where not less than one-half of the mechanics and laborers have been engaged in any pay period during the life of the award on war work" means where the number of mechanics and laborers who, at one time or another during any pay period throughout the life of the award, were engaged on war work was not less than one-half the total number of mechanics and laborers in the given shop or department in that pay period.

RULING NO. 10.

January 16, 1919.]

Where in any shop or department there are day and night shifts and the employees are transferred at regular intervals from one to the other, working alternately days and nights, and at the time of the change those who make up a given shift work two full shift periods or one full shift period and a part of a succeeding full shift period, the entire time they work, if it occurs between Sunday morning and Monday morning at the hours when shifts usually begin, shall be paid for at the rate of double time.

RICHARD B. GREGG,
Examiner in Charge.

Findings in re Employees v. Detroit United Railway Co.

32. July 31, 1918.

The arbitrators make the following findings and award:

Wages.—The wage scale for all motormen and conductors shall be:

First three months of service, 43 cents per hour.
Next nine months of service, 46 cents per hour.
Thereafter, 48 cents per hour.

Schedules and hours.—There shall be no change in the various classes of runs as laid down by the arbitration board of 1917. The arrangement of the week-day runs as to platform time and the spread of outside hours, including the method of penalizing outside hours in excess of 13, shall also be unchanged.

Whenever there is a break, or lay-off time, in any of the schedule runs amounting to 45 minutes or less, such break shall be paid for at the rates prescribed in this award, and shall be considered to be part of the platform time.

Sundays and holidays and night cars.—On Sundays and holidays, runs shall all be straight runs with no more than 8 hours' time. Night car runs shall all be straight runs with no more than 8 hours' time and with 10 hours' pay.

Seniority.—The present rules distinguishing passenger and freight car runs, and distinguishing from such runs line and construction car runs, shall be maintained.

Selection of runs.—In the case of no change in the key, there shall be one general selection each six months. One to take place between April 15 and May 15, and the other to take place between October 15 and November 15.

Line and construction car men.—Line and construction car men are properly members of the Amalgamated Association.

Car inspectors, pitmen, and others.—The car inspectors, controller men, pitmen, and pitmen helpers have the right to organize in trade-unions and to bargain collectively through chosen representatives. The conditions heretofore existing in this branch of the company's business is the open shop, union and nonunion men working side by side, and this condition shall continue, and shall not be deemed a grievance. The question of wages for these men is not decided, at this time, for the reason that the company did not submit any suggestions upon the subject. It is therefore referred to an examiner for complete investigation and report to the arbitrators.

Overtime.—All motormen or conductors, including men on interurban, freight, express, line and construction cars, who are called upon to work extra trips or do other extra work or tripper service, in addition to the runs to which they are respectively assigned, shall be paid time and one-half for all such time, and time and one-half from the completion of their run to the starting time of the extra trip or extra work. No motorman or conductor, however, who regularly is assigned a schedule run paying more than eight hours' platform time, shall be required or allowed to run any such extra trips or do such work or tripper service unless there are no available extra men to do such work.

If a motorman is qualified to act as a conductor, the company may require him to do conductors' work, and he shall do that work in accordance with this section, provided there are no men rated as conductors who are available. The same rule shall apply to conductors who are qualified to act as motormen.

Women and colored men.—It is understood that no objection shall be made to the employment of women or colored men if necessity arises.

Wearing of overalls.—Interurban motormen shall be allowed to wear overalls under reasonable regulations of the company as to uniform make and appearance.

Interpretation of award.—For the purpose of securing a proper interpretation of the award, the secretary of the National War Labor Board shall appoint an examiner who shall hear any differences arising in respect to this award between the parties, and promptly render a decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending the appeal the decision of the examiner shall be binding.

Former agreements.—Except as modified by this award, the agreement between the company and the association originally made in 1912 and since modified in 1913, 1914, 1916, and 1917, shall continue in effect during the time of this award unless changed by mutual consent.

Effective date.—This award is to take effect as of June 1, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' intervals, beginning February 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until September 1, 1918, to make the payment to its employees of the back pay due them under this award.

Financial recommendation.—This award increases the maximum rate in Detroit from 40 cents an hour to 48 cents an hour. The increase is substantial but required by the increased cost of living, and is fair. Other changes in working conditions more favorable to the men will normally add to the wage cost. The fares allowed to the Detroit Railway are exceptionally low, being 3 cents a passenger on some lines, 4 cents on others, and 5 cents on others. They should all be raised to meet the increased operating cost due to the high prices of needed material and equipment and the increased pay herein awarded.

We make part of this award the words we have used in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

ADDITIONAL FINDINGS IN RE EMPLOYEES v. DETROIT UNITED RAILWAY CO.

November 20, 1918.]

The arbitrators make the following additional findings and award:

Wages of car inspectors and the like.—The wages of car inspectors, controller men, pitmen, and pitmen helpers shall be increased by 20 per cent; provided, however, that if this percentage increase does not bring the wage of any adult male employee up to a minimum of 42½ cents per hour he shall be paid that minimum of 42½ cents per hour, and provided further that where women are employed in the same classification as men they shall be paid equal pay for equal work.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making the award. Pending a final adjudication on the appeal the decision of the examiner shall be binding.

Date effective.—This award is to take effect as of June 1, 1918, and shall continue for the duration of the war except that either party may reopen the case before the arbitrators at periods of six months' interval, beginning February 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until December 1, 1918, to make the payment to its employees of the back pay due them under this award.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

IN THE MATTER OF THE APPEAL OF THE DETROIT UNITED RAILWAY CO. AND THAT OF ITS EMPLOYEES.

December 6, 1918.]

This matter is primarily an appeal by the Detroit United Railway Co. from what it conceives to be the ruling of the examiners appointed under the award dated July 31, 1918. In reality, however, it amounts to a request for a modification of the award itself. After considering the case carefully, we think that the award should be modified in the following manner:

The clause in the award limiting runs on Sundays and holidays to not more than eight hours time shall be changed to "Runs on Sundays and holidays shall as far as possible all be straight runs of no more than eight hours' time, but they may exceed eight hours time if absolutely necessary, provided the company pays time and a half for all time in excess of eight hours."

When morning-tripper service is operated by a man who operates on that day a late run, a minimum guaranty of five hours' time at his regular rate of pay shall be paid, instead of time and a half for platform and intervening time.

When tripper service is operated in the evening by a man who operates on that day a day run he shall be paid, in accordance with the award, time and a half for the platform time of the tripper, with time and a half for the intervening time.

An appeal has also been received from the men regarding the interpretations of the examiners but, except in so far as the above modifications of the award are concerned, the interpretations are upheld.

It was the understanding of the arbitrators that the city men on the Port Huron, Mount Clemens, and Ann Arbor lines would, by agreement, receive the wage awarded to the Detroit men, less the differential of 2 cents that had already existed for some years, and that they would receive this wage from June 1, 1918.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Arbitrators.

Employees v. Manufacturers of Newsprint Paper.

35. June 27, 1918.

REPORT OF SECTION TO THE FULL BOARD.

Messrs. WILLIAM H. TAFT and FRANK P. WALSH,
Joint Chairmen National War Labor Board, Washington, D. C.

GENTLEMEN: In the matter of the newsprint paper manufacturers and their employees, relative to working conditions, wages, etc., your section reports as follows:

This case was submitted to and accepted by the board on or about April 30, 1918, and was referred to a section consisting of Mr. Guerin and Mr. Crocker.

A preliminary meeting was held at Hotel Belmont in New York May 7, at which were present Mr. Carey, president of the International Brotherhood of Paper Makers; Mr. Lyman and Mr. Lundrigan, of the International Paper Co., and one or two other manufacturers.

Your section suggested that it would be more satisfactory to the parties in interest if they were able to come to a mutual understanding and settlement of the points at issue without outside intervention, and to that end requested that a call be sent out to all newsprint paper manufacturers for a meeting to be held for the purpose of

selecting a committee of five representatives to meet a similar committee representing the employees.

This request was promptly complied with.

The committee selected by the employers consisted of: Mr. F. L. Carlisle, chairman; Mr. John Lundrigan, Mr. E. B. Murray, Mr. W. W. Nearing, Mr. S. M. Williams, representing the following newsprint paper manufacturers, who either were parties to the original agreement of submission or had signified their willingness to abide by the action of the committee and of the National War Labor Board:

Abitibi Power & Paper Co. (Ltd.).
Ft. Frances Pulp & Paper Co. (Ltd.).
St. Regis Paper Co.
Tidewater Paper Mills Co.
International Paper Co.
St. Maurice Paper Co. (Ltd.).
De Grasse Paper Co.
High Falls Pulp & Paper Co.
Spanish River Pulp & Paper Mills (Ltd.).
Taggarts Paper Co.
E. B. Eddy Co. (Ltd.).
Ontario Paper Co.
Falls River Co. (Ltd.).
Union Bag & Paper Corporation.
Lake Superior Paper Co. (Ltd.).
Itasca Paper Co.
Finch, Pruyn & Co. (Inc.).
Pejepscot Paper Co.
Powell River Co. (Ltd.).

The committee selected by the employees consisted of: Mr. J. T. Carey, chairman; Mr. John P. Burke, Mr. J. J. Keppler, Mr. John Flynn, Mr. Timothy Healy, representing the following labor organizations having members employed in newsprint paper mills:

American Federation of Labor.
International Brotherhood of Paper Makers.
International Brotherhood of Pulp, Sulphite, and Paper Mill Workers of the United States and Canada.
International Association of Machinists.
United Brotherhood of Carpenters and Joiners of America.
International Brotherhood of Stationary Firemen.
International Union of Steam and Operating Engineers.
International Brotherhood of Electrical Workers of America.
United Association of Plumbers and Steam and Hot Water Fitters of the United States and Canada.

On May 28 and 29 the joint committee met in conference at Hotel Belmont, New York, your section being in attendance by request of both parties. During the two days' session, at which the entire subject was fully discussed, your section acted as mediators and conciliators and made every endeavor to bring the parties to an agreement, without success.

The employees presented their request as shown in Exhibits I and J,[7] to which the employers submitted a written reply and proposition for increase in wages as shown in Exhibit O.[7] The labor group declined to accept the proposition of the employers and stated that they would reply to it in writing to the National War Labor Board.

On June 3 a formal hearing was held at Hotel Belmont, the parties in interest being represented by the above-named committees. Both committees were asked if they would accept the section of the board in lieu of the full board as final arbitrators. A form of agreement was submitted, which the employers promptly signed but which the employees after consultation declined to sign, the employees stating that as the case was originally submitted to the full board they desired it to be decided by the full board. The entire day was devoted to the arguments and statements of the contending parties, a full stenographic report of which is submitted herewith,[7] together with many exhibits filed either at the hearing or subsequent thereto.

Your section desires to call your attention to the fact that this is a very complicated and difficult case, due to the many classes of employees and to the varying conditions consequent upon the fact that the mills represented are widely scattered both in the United States and in Canada, and located in communities varying in character from a small city like Watertown, N. Y., to a village or hamlet far back in the Canadian forests. Your section believes it has given this case thorough, careful, and conscientious consideration, and recommends that the accompanying decision and award be adopted as the decision and award of the full board. It further recommends that a request, substantially as per copy herewith, be transmitted to the Federal Trade Commission, asking that the selling price of newsprint paper recently fixed by said commission be increased, and that a copy of said request accompany the decision and award of this board.

Respectfully submitted.

T. M. GUERIN,
C. A. CROCKER,
Section.

[7] Not printed herewith.

THE FEDERAL TRADE COMMISSION,
Washington, D. C.:

The National War Labor Board, in rendering its decision relative to working conditions and additional compensation to be paid by the newsprint paper manufacturers to their employees, which said decision will measurably increase the cost of production of newsprint paper, feels constrained in simple justice to the parties in interest to most respectfully request that the case involving the fixing of the selling price of newsprint paper recently decided by your honorable commission be reopened and that your honorable commission reconsider your finding in said case with a view to determine whether our award in this submission should require an amendment of your finding.

NATIONAL WAR LABOR BOARD,
By WM. H. TAFT,
FRANK P. WALSH,
Joint Chairmen.

DECISION AND AWARD.

1. *Conditions and duration of award.*—The hours of employment and general working conditions in force April 30, 1918, except as herein provided, whether based upon written or verbal agreement or general understanding, shall remain in force for and during the period of the war and for six (6) months thereafter, unless changed by mutual consent of the committees of employers and employees, respectively, referred to in the following section 2.

2. *Committees.*—It is recommended that a committee of five (5) representing the employers and a committee of five (5) representing the employees be formed by the respective groups, which joint committee shall make careful investigation and study in the industry and endeavor to submit a uniform classification of employees, to establish proper wage differentials among the various classes and the various grades in each class, and to formulate a schedule of working conditions that can be adopted by all the mills, with a view of establishing uniform classifications, working conditions, and wage schedules throughout the industry. These committees should be appointed at once and endeavor to reach a conclusion and report within six (6) months from July 1, 1918.

3. *Hours of labor.*—(*a*) All hourly employees working inside the mills shall be paid on the basis of eight (8) hours per day, with time and a half for overtime. Mechanics or repair men when working outside the mills shall be paid on the same basis as if they were working inside.

(*b*) All employees regularly working outside the mills shall be paid on the basis of nine (9) hours per day, with time and a half for overtime.

4. *Basis of wage scale.*—(*a*) The basis of the new scale of wages for tour workers shall be forty-one (41) cents per hour.

(*b*) The basis of the new scale of wages for inside day workers, except girls employed in finishing room, shall be thirty-eight (38) cents per hour.

(*c*) All female employees doing the same work as males shall receive the same rate of pay that males receive for the same work.

(*d*) The minimum rate for mechanical repair men shall be fifty (50) cents per hour and for their helpers thirty-nine (39) cents per hour.

5. *Rates of wages.*—The rates of wages shall be ten (10) cents per hour higher than the rates shown in the International Paper Co.'s schedule of October 21, 1917 (Exhibit D[1]), except when the addition of ten (10) cents per hour does not equal the minimum hereinbefore established. A schedule showing these increased rates is attached hereto (p. 155) and made a part of this report. This schedule is used for the purpose of establishing as nearly as possible at the present time and pending the report of the joint committee herein provided for a uniform classification and wage rate. It is understood that all rates of wages are to be considered as minimum rates for the various classifications to which they are appended. In mills where the classification does not now exactly conform to the attached schedule an equitable adjustment of such minor differences as may exist shall be made, using said scale as a basis.

6. *Adjustment of wages.*—The wage scale adopted herein is based upon the present cost of living. On January 1 and July 1 of each year during the period of the war and for six months thereafter there shall be an adjustment of wages which shall automatically take place on the above dates, providing Government statistics show an increase in the cost of living of not less than ten (10) per cent in excess of the cost on

[1] Not printed herewith.

July 1, 1918, in which case the employees shall receive an increase in wages equal to said increase in cost of living. Should said statistics show a decrease of not less than ten (10) per cent in the cost of living, then the rate of wages shall be correspondingly decreased.

7. *Overtime for tour workers.*—Whenever tour workers are required to work overtime for more than two weeks to fill a vacancy, all overtime over two weeks shall be paid for at double-time rates. If, however, the employer is unable to fill such vacancy, he may apply to the union to furnish a suitable man to fill same, and if the union is unable to furnish the required man the employer shall be required to pay only at the rate of time and a half until the vacancy is filled.

8. *Designation of hours of work.*—In the case of day workers working eight (8) hours per day the employer shall have the right to designate the particular hours to be worked without overtime allowance, between 7 a. m. and 5 p. m., providing the employee works eight (8) consecutive hours with time out for lunch.

9. *Foremen and boss machine tenders.*—Foremen and boss machine tenders shall not do manual labor in excess of ten (10) per cent of the time.

10. *Holidays.*—The number of holidays shall be four in each year, viz: Fourth of July, Labor Day, Thanksgiving Day, and Christmas. These holidays may be changed by mutual consent of employer and employees in each mill. Thirty-six (36) hours shall be allowed for the Christmas holiday only.

11. *Right to organize.*—*a.* The right of the workers to organize in trade-unions and to bargain collectively through chosen representatives is hereby recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers or their representatives in any manner whatsoever.

b. The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is hereby recognized and affirmed. This right shall not be denied, abridged, or interfered with by the workers or their representatives in any manner whatsoever.

SCHEDULE OF RATES OF WAGES AWARDED.[1]

Wood piling.

[The head piler and the engineer shall be classified according to the average number of rough cords they have charge of piling (or handling) per day. If wood is piled by tour work, their class shall be determined by the amount of rough wood handled per tour.

Any positions in this section other than those shown, which are made necessary by special conditions at any of the mills of these companies, shall be brought to the attention of the joint committee, and a rate shall be fixed which will correspond with the duties of the position.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head piler	A 1	43
		B 2	44
		C 3	45
		D 4	46
		E 5	47
		F 6	48
		G 7	49
		H 8	50
		I 9	51
		J 10	52
		K 11	53
		L 12	54
		M 13	55
2	Wood handler		41
3	Conveyer man		41
4	Riverman		42
5	Engineer	A 1	45
		B 2	46
		C 3	47
6	Motorman		42

[1] See section 5, under Decision and award.

Wood handling.

[The head wood handler shall be classified according to the number of rough cords he has charge of handling per day, this number being the normal amount of wood consumed by the mill. If tour work, his class shall be determined by rough cords handled per tour.

Any positions in this section other than those shown, which are made necessary by special conditions at any of the mills of these companies, shall be brought to the attention of the joint committee, and a rate shall be fixed which will correspond with the duties of the position.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head wood handler	A 1	44
		B 2	45
		C 3	46
		D 4	47
		E 5	48
		F 6	49
2	Wood handler		41
3	Conveyer man		41
4	Scaler		41
5	Slip man		41
6	Teamster		38

Wood room.

[The head preparer shall be classified according to the number of rough cords per day he has charge of preparing, this number being the normal amount of wood consumed by the mill. If tour work, his class shall be determined by the normal number of rough cords prepared per tour.

The sawyer operating the swinging saw shall be classified according to the average number of cords he saws per day or per tour, as the case may be.

The sawyer operating the alligator saw shall not be graded on the cordage basis.

Any positions in this section other than those hown, which are made necessary by special conditions at any of the mills of these companies, shall be brought to the attention of the joint committee, and a rate shall be fixed which will correspond with the duties of the position.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head preparer	A 1	45
		B 2	46
		C 3	47
		D 4	48
		E 5	49
		F 6	50
		G 7	51
2	Wood handler		41
3	Conveyor man		41
4	Sawyer (swinging saw)	A 1	44
		B 2	45
		C 3	46
		D 4	47
		E 5	48
		F 6	49
		G 7	50
4	Sawyer (alligator saw)		44
5	Barker		43
6	Splitter		43
7	Waste handler		41

Chips.

No.	Occupation name.	Class.	Rate per hour (cents).
1	Chipper		43
2	Chip bin		41

Grinders.

[The head grinderman shall be classified by the normal production of the ground-wood mill.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head grinder man	A 1	45
		B 2	46
		C 3	47
		D 4	48
		E 5	49
		F 6	50
		G 7	51
		H 8	52
		I 9	53
		J 10	54
		K 11	55
		L 12	56
		M 13	57
2	Stone sharpener		45
3	Grinder man		44
4	Block handler		43

Ground-wood screens.

No.	Occupation name.	Class.	Rate per hour (cents).
1	Screenman		44
2	Sliverman		41

Ground-wood presses.

[The head pressman shall be classified according to the normal capacity of press of which he has charge.

Any position in this section other than those shown, which are made necessary by special conditions at any of the mills of these companies, shall be brought to the attention of the joint committee and a rate shall be fixed which will correspond with the duties of the position.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head pressman	A 1	44
		B 2	46
		C 3	48
		D 4	50
2	Pressman		42
3	Deckerman		42

Acid plant.

[The acid maker shall be classified according to the normal production of the sulphite mill.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Sulphite burner		42
2	Acid maker	A 1	47
		B 2	48
		C 3	49
		D 4	50
3	Lime slacker		43
4	Lime handler		40
5	Towerman		38

Digesters.

[Cooks and first helpers shall be classified according to the normal production of the sulphite mill. There shall be one cook per shift in each mill.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Cook	A 1	50
		B 2	51
		C 3	52
		D 4	53
		E 5	54
		F 6	55
		G 7	56
2	1st helper	A 1	43
		B 2	44
		C 3	45
		D 4	46
		E 5	47
		F 6	48
		G 7	49
3	2d helper		43
4	Blow pit man		43

Sulphite screens.

No.	Occupation name.	Class.	Rate per hour (cents).
1	Screenman		44
2	Waste handler		41

Sulphite presses.

[The head pressman shall be classified according to the normal production of the sulphite mill.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head pressman	A 1	44
		B 2	45
		C 3	46
		D 4	47
		E 5	48
		F 6	49
		G 7	50
		H 8	51
2	Pressman		42
3	Deckerman		42

Beaters.

[The head beaterman shall be classified according to the normal production of the paper mill.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head beaterman	A 1	58
		B 2	59
		C 3	60
		D 4	61
		E 5	62
		F 6	63
		G 7	64
		H 8	65
		I 9	66½
		J 10	68
		K 11	69½
2	Beaterman		42
3	Clay and size man		43

Paper machines.

[Fourdrinier machines making water-finish paper with two stacks of calenders shall pay machine tenders, second hands, and third hands two (2) cents per hour, and with three stacks of calenders three (3) cents per hour, above the following rates.

Fourdrinier machines making dry-finish paper with two stacks of calenders shall pay machine tenders, second hands, and third hands one (1) cent per hour more than they do on regular news machines. This does not apply to machines making mill wrappers.

Machines running permanently on wrapping papers (mill wrappers) shall pay machine tenders and back tenders two (2) cents per hour less than the following rates.

Cylinder machines shall be classified according to the width of wire on cylinder mold, instead of width of couch.]

Occupation name.	Class.	First hand, rate per hour (cents).	Second hand, rate per hour (cents).	Third hand, rate per hour (cents.)
Machine tender	A 1	59	44	42
	B 2	60	45	42
	C 3	61	46	43
	D 4	62	47	43

Paper machines——Continued.

Occupation name.	Class.	First hand, rate per hour (cents).	Second hand, rate per hour (cents).	Third hand, rate per hour (cents).
Machine tender.	E 5	63	48	44
	F 6	64	49	44
	G 7	65	50	45
	H 8	66	51	45
	I 9	67	52	46
	J 10	68	53	46
	K 11	69	54	47
	L 12	70	55	47
	M 13	71	56	48½
	N 14	72½	57½	48½
	O 15	74	59	50
	P 16	75½	61	50
	Q 17	77	63	51½
	R 18	78½	63½	51½
	S 19	80	65	53
	T 20	81½	66½	53
	U 21	83	68	54½
	V 22	84½	69½	54½
	W 23	86	71	56
	X 24	87½	72½	56
	Y 25	89	74	57½
	Z 26	90½	75½	57½
	Aa 27	92	77	59
	Ba 28	94	79	59
	Ca 29	96	81	61
	Da 30	98	83	61
	Ea 31	100½	85½	63½
	Fa 32	103	88	63½
	Ga 33	105½	90½	66
	Ha 34	108	93	66

Fourth hand, 42 cents; fifth hand, 41 cents; and sixth hand, 41 cents.

Basis for classification for machine tenders, second hands and third hands, paper machines.

Class.	Speed. 0–200		200–300		300–400		400–450	
	From	To	From	To	From	To	From	To
A 1	50	60	.....	.....	.....	.....	.....	.....
B 2	60	70	50	60	.....	.....	.....	.....
C 3	70	80	60	70	50	60	.....	.....
D 4	80	90	70	80	60	70	50	60
E 5	90	100	80	90	70	80	60	70
F 6	100	110	90	100	80	90	70	80
G 7	110	120	100	110	90	100	80	90
H 8	120	130	110	120	100	110	90	100
I 9	130	140	120	130	110	120	100	110
J 10	140	150	130	140	120	130	110	120
K 11	150	160	140	150	130	140	120	130
L 12	160	170	150	160	140	150	130	140
M 13	170	175	160	170	150	160	140	150
N 14	175	180	170	175	160	170	150	160
O 15	180	185	175	180	170	175	160	170
P 16	185	190	180	185	175	180	170	175
Q 17	190	195	185	190	180	185	175	180
R 18	195	200	190	195	185	190	180	185
S 19	200	205	195	200	190	195	185	190
T 20	.....	.....	200	205	195	200	190	195
U 21	.....	.....	.....	.....	200	205	195	200
V 22	.....	.....	.....	.....	.....	.....	200	205

Basis for classification for machine tenders, second hands and third hands, paper machines—Concluded.

	450–500		500–550		550–600		600–625	
E 5	50	60	.....	.....	.....	.....	.....	.....
F 6	60	70	50	60	.....	.....	.....	.....
G 7	70	80	60	70	50	60	.....	.....
H 8	80	90	70	80	60	70	50	60
I 9	90	100	80	90	70	80	60	70
J 10	100	110	90	100	80	90	70	80
K 11	110	120	100	110	90	100	80	90
L 12	120	130	110	120	100	110	90	100
M 13	130	140	120	130	110	120	100	110
N 14	140	150	130	140	120	130	110	120
O 15	150	160	140	150	130	140	120	130
P 16	160	170	150	160	140	150	130	140
Q 17	170	175	160	170	150	160	140	150
R 18	175	180	170	175	160	170	150	160
S 19	180	185	175	180	170	175	160	170
T 20	185	190	180	185	175	180	170	175
U 21	190	195	185	190	180	185	175	180
V 22	195	200	190	195	185	190	180	185
W 23	200	205	195	200	190	195	185	190
X 24	.....	.....	200	205	195	200	190	195
Y 25	.....	.....	.....	.....	200	205	195	200
Z 26	.....	.....	.....	.....	.....	.....	200	205

	625–650		650–675		675–700		700–725	
I 9	50	60	.....	.....	.....	.....	.....	.....
J 10	60	70	50	60	.....	.....	.....	.....
K 11	70	80	60	70	50	60	.....	.....
L 12	80	90	70	80	60	70	50	60
M 13	90	100	80	90	70	80	60	70
N 14	100	110	90	100	80	90	70	80
O 15	110	120	100	110	90	100	80	90
P 16	120	130	110	120	100	110	90	100
Q 17	130	140	120	130	110	120	100	110
R 18	140	150	130	140	120	130	110	120
S 19	150	160	140	150	130	140	120	130
T 20	160	170	150	160	140	150	130	140
U 21	170	175	160	170	150	160	140	150
V 22	175	180	170	175	160	170	150	160
W 23	180	185	175	180	170	175	160	170
X 24	185	190	180	185	175	180	170	175
Y 25	190	195	185	190	180	185	175	180
Z 26	195	200	190	195	185	190	180	185
Aa 27	200	205	195	200	190	195	185	190
Ba 28	.....	.....	200	205	195	200	190	195
Ca 29	.....	.....	.....	.....	200	205	195	200
Da 30	.....	.....	.....	.....	.....	.....	200	205

	725–750		750–775		775–800		800–825	
M 13	50	60	.....	.....	.....	.....	.....	.....
N 14	60	70	50	60	.....	.....	.....	.....
O 15	70	80	60	70	50	60	.....	.....
P 16	80	90	70	80	60	70	50	60
Q 17	90	100	80	90	70	80	60	70
R 18	100	110	90	100	80	90	70	80
S 19	110	120	100	110	90	100	80	90
T 20	120	130	110	120	100	110	90	100
U 21	130	140	120	130	110	120	100	110
V 22	140	150	130	140	120	130	110	120
W 23	150	160	140	150	130	140	120	130
X 24	160	170	150	160	140	150	130	140
Y 25	170	175	160	170	150	160	140	150
Z 26	175	180	170	175	160	170	150	160
Aa 27	180	185	175	180	170	175	160	170
Ba 28	185	190	180	185	175	180	170	175
Ca 29	190	195	185	190	180	185	175	180
Da 30	195	200	190	195	185	190	180	185
Ea 31	200	205	195	200	190	195	185	190
Fa 32	.....	.....	200	205	195	200	190	195
Ga 33	.....	.....	.....	.....	200	205	195	200
Ha 34	.....	.....	.....	.....	.....	.....	200	205

Finishing.

[The head finisher shall be classified according to the normal production of the paper that he has charge of finishing. If the mill makes sheets, the grade of the head finisher can be advanced one class.

Sheet finishers, weighers, and head cutter men shall be classified according to efficiency.

Any position in this section other than those shown below, which are made necessary by special conditions at any of the mills of these companies, shall be brought to the attention of the joint committee, and a rate shall be fixed which will correspond with the duties of the position.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head finisher	A 1	45
		B 2	47
		C 3	49
		D 4	51
		E 5	53
		F 6	55
2	Roll finisher	.....	40
3	Sheet finisher	A 1	41
		B 2	42
		C 3	43
4	Counter man	.....	38
5	Counter girl	.....	33
6	Head cutter man	A 1	41
		B 2	42
		C 3	43
		D 4	44
7	Cutter man	.....	40
8	Cutter girl	.....	33
9	Rewinder	.....	38
10	Weigher	A 1	42
		B 2	43
		C 3	44
11	Marker	.....	40
12	First baler	.....	40
13	Baler	.....	38
14	Caser	.....	38

Indoor miscellaneous.

[The head paper loader shall be classified according to the normal production of the paper mill.

The first oiler shall be classified according to duties and ability.

Any positions in this section other than those shown below, which are made necessary by special conditions at any of the mills of these companies, shall be brought to the attention of the joint committee, and a rate shall be fixed which will correspond with the duties of the position.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Head paper loader	A 1	42
		B 2	43
		C 3	44
		D 4	45
		E 5	46
		F 6	47
		G 7	48
2	Paper loader	.....	40
3	Stock handler	.....	38
4	Weigher	.....	38
5	Car man	.....	39
6	Oil keeper	.....	39
7	First oiler	A 1	41
		B 2	42
		C 3	43

Indoor Miscellaneous—Concluded.

No.	Occupation name.	Class.	Rate per hour (cents).
8	Oiler		39
9	Cleaner		38
10	Filter man		39
11	Sunday watchman (time and a half).		41
12	Elevator man		38
13	Felt man		38
14	First core cleaner		39
15	Core cleaner		38
16	Stock saver		38
17	First power-house man.		57

Outdoor miscellaneous.

[The first laborer shall be classified according to the importance of the position.

Any positions in this section other than those shown below, which are made necessary by special conditions at any of the mills of these companies, shall be brought to the attention of the joint committee, and a rate shall be fixed which will correspond with the duties of the position.]

No.	Occupation name.	Class.	Rate per hour (cents).
1	Racks		38
2	Barn boss		39
3	Teamster		38
4	First laborer	A 1	39
		B 2	40
		C 3	41
		D 4	42
		E 5	43
		F 6	44
5	Laborer		38
6	Gate keeper		38

Steam plant.

No.	Occupation name.	Class.	Rate per hour (cents).
1	Engineer (classed by indicated horse-power of engines).	A 1	49
		B 2	50
		C 3	51
		D 4	52
		E 5	53
		F 6	54
		G 7	55
2	Engine oiler		42
			43
			44
3	Dynamo man (classed by capacity in kilowatts of dynamos).	A 1	43
		B 2	44
		C 3	45
		D 4	46
		E 5	47
		F 6	48
4	Head fireman (charge of 10 or more boilers).		50
5	First fireman (charge of 5 or more boilers).		50
	Charge of less than 5 boilers.		49
6	Coal (or oil) fireman		45
7	Wood fireman		45
8	Coal handler		42
9	Wood handler		42
10	Ash handler		42
11	Boiler cleaner		45

Repairs.

[Head repair men shall be classified according to the number of repair men in their crew, and all others in the repair section according to their efficiency.]

Class.	Head repair man, rate per hour (cents).	Repair man, rate per hour (cents).	Repair helper, rate per hour (cents).
A 1	53	50	39
B 2	53	50	40
C 3	53	50	41
D 4	53	50	42
E 5	53	50	43
F 6	54	51	44
G 7	55	52	45
H 8	56	53	46
I 9	57	54	.....
J 10	58	55	.....
K 11	59	56	.....
L 12	60	.....	.....
M 13	61	.....	.....
N 14	62	.....	.....
O 15	63	.....	.....
P 16	64	.....	.....

Screen plates.

No.	Occupation name.	Class.	Rate per hour (cents).	No.	Occupation name.	Class.	Rate per hour (cents).
1	Repair man (screen plates).	A 1	46	2	Repair helper (screen plates).	A 1	39
		B 2	47			B 2	40
		C 3	48			C 3	41
		D 4	49			D 4	42
		E 5	50			E 5	43
		F 6	51			F 6	44
		G 7	52			G 7	45
		H 8	53			H 8	46
		I 9	54				
		J 10	55				
		K 11	56				

Core machines.

No.	Occupation name.	Rate per hour (cents).	No.	Occupation name.	Rate per hour (cents).
1	First core maker	39	2	Core maker	38

T. M. GUERIN,
C. A. CROCKER,
Section.

INTERPRETATION OF AWARD.

July 26, 1918.]

The International Paper Co. and its employees having failed to agree upon the interpretation of certain points in the award, the following report thereon has been prepared by Messrs. Guerin and Crocker:

This section received from the group of employers and the labor group, in the form of a brief, their understanding of the board's award of June 27, 1918.

On section 1 of the award the labor group sets up the claim that as the award pertains to wages and hours of labor and general working conditions, the bonus paid by several companies, parties to the award, was wages; that it also was a part of the conditions of written or verbal agreement that was not disturbed nor in conflict with the award; and that the bonus that was paid up to the time of the making of the award should be continued as an addition to the minimum wage scale and be added to the ten (10) cents an hour increase that every employee was to receive under the award.

On this same section and question the employers claim that it was the intent of the board to create a standard minimum wage rate as a substitute for and in place of various rates and forms of compensation that the employers had been paying heretofore; that the rates of the award are in fact minimum wage rates to be extended as to the classifications; that in the payment of back wages for the months of May and June, in compliance with the retroactive feature of the award made, such payment of bonuses should be deducted from the amount of money due the employees for their retroactive wages; that the bonuses paid during the period of the hearings were in fact wages.

The section decides that if the bonus paid over and above the wage scale agreed to by employers and employees was a voluntary contribution to the men on the part of the companies, and in making this contribution or bonus the employers stated that it was to continue until further notice, the workmen are not entitled to the bonus in addition to the wage award made by the National War Labor Board unless the employers desire to continue it as a voluntary act as was done prior to this dispute arising.

The section also finds on account of the notices posted by the employers that the bonus would continue until further notice, that they are morally bound to pay this bonus to the men until such notice is given to the men of the discontinuance, and that no part of the bonus shall be deducted from the wages of the men or the retroactive money that was earned and due the men by the award.

In the question of the establishment of the minimum wage, it was the intent of the award that each and every man working in the paper mills of the companies who are parties to the award should receive an increase in wages of ten (10) cents an hour over the wages that were received May 1, 1918. The only exception to this rule is where the employees receive an increase of more than ten (10) cents an hour in order to bring their wages to the minimum provided for in the award.

It was also the intention of the award that no employee should receive a reduction in his daily wages from what he was receiving on May 1, 1918, by the changing from nine (9) to eight (8) hours a day. In order that this may be clearly understood, it is hereby decided that in each and every case where the employee receives his ten (10) cents an hour on the hourly basis, if the total sum does not bring his daily wages for eight (8) hours to an amount as large as he formerly received for a nine-hour day, additional payment must be made in order that his daily earnings shall not be reduced in any case.

The question has been raised as to the lack of understanding of the duties of the committees of employers and employees as provided for in the award, and how far they should go. In defining this matter it is decided that the committees must hold a meeting and organize a permanent joint committee, making such rules as they deem necessary for the carrying on of their business. The duties of the joint committee shall be:

1. To see that each and every workman receives at least ten (10) cents per hour more in wages than he was receiving on May 1.

2. To draft the classification scales in harmony with the classifications as set forth in the award. After each employee receives the ten (10) cents an hour increase, the joint

committee shall put him in the classification to which that wage would rightfully bring him as a basic classification. After that is accomplished, any increase in wages to the individual workman which would cause reclassification may be made by the employer, provided notice of same is given to the joint committee. All changes of classification after the men have received their increase in wages and have been classified by the joint committee can be taken up by the workmen and their superintendents or employers; and any wages above the minimum agreed upon shall not be construed as a violation of this award.

3. To see that all employers who are parties to this award shall file with the joint committee the name and description of the work each of the men in their plants was employed at on or before May 1, and the joint committee shall so classify the men that their identification as employees performing similar work will have the same title in all mills.

All grievances of any kind that men may have must first be taken up under existing rules, agreement, or regulations that were in effect prior to this award.

In the case of the absence of any separate classifications—such as sulphur cooks, for example, in one mill receiving fifty (50) cents an hour, in another mill sixty (60) cents, and in another mill seventy (70) cents— the joint committee is empowered to establish a classification governing such cases, on the basis of the May wages with ten (10) cents an hour increase.

In regard to section 3 (hours of labor) it is not intended that this ruling on overtime shall apply to tour workers, as there is no opportunity for tour workers to work overtime except as provided for in section 7; therefore they are not entitled to overtime except as provided for in sectioh 7.

In regard to maximum wage, on the original schedule the word "maximum" in all cases was eliminated, and it is ruled that the award does not provide for a maximum in any case. It sets only the lowest or minimum wage.

In regard to larger and faster machine schedules that did not appear on the first printed list, a list of minimum rates of wages on all machines is included in the schedule of rates of wages awarded.

In regard to the question as to the interpretation of section 9, and the term "boss machine tender," when the boss machine tender is acting as foreman section 9 will alpply, but when he is working under a foreman then section 9 will not apply as to imiting his manual labor to only ten (10) per cent of his time.

All other questions as set forth in this brief ask for interpretations that could not be considered by the board unless it would grant a reopening of the case. The quitting of the men in some of the paper mills is a direct violation of section 1 of the award, and no consideration of the question of reopening the case will be given by the board while any of the men are on strike or stop work.

T. M. GUERIN,
C. A. CROCKER,
Section.

INTERPRETATION OF TWO PARTICULARS OF SECTION 6 OF AWARD OF JUNE 27, 1918, IN RE EMPLOYEES VERSUS MANUFACTURERS OF NEWSPRINT PAPER.

December 19, 1918.]

1. That the "Government statistics" [as to the increased cost of living] referred to in section 6 of the award in the case of the employees versus manufacturers of newsprint paper shall be such statistics compiled by the Department of Labor as, in the judgment of the Commissioner of Labor Statistics of said department, are most fairly applicable to the case.

2. That the changes in wages, if any, under section 6 of the award shall be applied in the form of a percentage corresponding with the percentage of increase or decrease shown by the statistics referred to in said section.

DECISION OF THE UMPIRE IN RE EMPLOYEES VERSUS MANUFACTURERS OF NEWSPRINT PAPER.

January 28, 1919.]

On June 27, 1918, the National War Labor Board made and promulgated its decision and award in this case. The award became effective as of May 1, 1918. The International Paper Co., one of the employers involved, failed to agree with its employees on the interpretation of certain provisions of the award, and a request was made to the National War Labor Board to construe the language of the award on the mooted points.

The matter of such construction was by the board referred to the section which had previously conducted the case. The members of the section differed in their views as to the proper construction to be given certain features of the award, and the National War Labor Board also being unable to agree, the whole matter of the construction of the award was referred to the undersigned as umpire.

A hearing was duly had before the undersigned on January 21, 1919, at which Messrs. Crocker and Guerin presented their respective views as to the proper construction of the award and submitted data pertaining thereto. And now, having heard and considered the matter presented, I find and report as follows:

1. I decide that the provision of the award adopting a basic 8-hour day inside the mill and a 9-hour day for employees regularly working outside the mill, with time and a half for overtime, was not intended and shall not be construed to reduce the daily earnings of any employee, on the new basis, below the wage which he received in the same work for the longer basic day on May 1, 1918, and this change of the basic day shall be deemed effective as of May 1, 1918, for the purpose of computing the wages accruing since that date. The provision for pay for overtime since May 1, 1918, applies to tour workers as well as to the other employees. The provisions of section 7 of the award are wholly prospective in their operation.

2. I further find and decide that the general increase of wages awarded under section 5 of the award of the board is based upon the schedule of October 21, 1917, attached to the award; that the increase shall be effective as of May 1, 1918, and shall be computed on the basis of the schedule. I further find that the increased wages so established, on the basis of the schedule referred to, are minimum wages for the classifications therein provided, and that where manufacturers had paid wages equal to the minimum so established such payment shall be deemed a compliance with the award.

The award of the National War Labor Board neither deals with nor recognizes bonuses, or other forms of gratuities, as constituting part of the minimum wage scale adopted as the basis for establishing uniform wages for the classifications enumerated in the mills. Any bonus or gratuity paid by the International Paper Co. or by any other mill shall be wholly disregarded in the computation of the arrears of wages accruing to employees under the award.

3. The section of the board which has had charge of this case agree upon the following statement and recommendations,[8] in which I concur, and I adopt them as part of my decision, viz:

The question has been raised as to the lack of understanding the duties of the committees of employers and employees as provided for in the award, and how far they should go. In defining this matter it is decided that the committees must hold a meeting and organize a permanent joint committee, making such rules as they deem necessary for the carrying on of their business. The duties of the joint committee shall be:

1. To see that each and every workman receives at least ten (10) cents per hour more in wages than the amount specified in the schedule.

2. To draft the classification scales in harmony with the classifications as set forth in the award. After each employee receives the ten (10)cents an hour increase, the joint committee shall put him in the classification to which that wage would rightfully bring him as a basic classification. After that is accomplished any increase in wages to the individual workman which would cause reclassification may be made by the employer, provided notice of same is given to the joint committee. All changes of classification after the men have received their increase in wages and have been classified by the joint committee can be taken up by the workmen and their superintendents or employers, and any wages above the minimum agreed upon shall not be construed as a violation of this award.

3. To see that all employers who are parties to this award shall file with the joint committee the name and description of the work each of the men in their plants was employed at on or before May 1, and the joint committee shall so classify the men that their identification as employees performing similar work will have the same title in all mills.

All grievances of any kind that men may have must first be taken up under existing rules, agreement, or regulations that were in effect prior to this award.

In the absence of any separate classifications—such as sulphur cooks, for example, in one mill receiving fifty (50) cents an hour, in another mill sixty (60) cents, and in another mill seventy (70) cents—the joint committee is empowered to establish a classification governing such cases, on the basis of the May wages with ten (10) cents an hour increase.

[8] See interpretation of Section, July 26, 1918, printed with the original award.

In regard to maximum wage, on the original schedule the word "maximum" in all cases was eliminated, and it is ruled that the award does not provide for a maximum in any case. It sets only the lowest or minimum wage.

In regard to larger and faster machine schedules that did not appear on the first printed list, a list of minimum rates of wages on all machines is included in the schedule of rates of wages awarded.

In regard to the question as to the interpretation of section 9 and the term "boss machine tender," when the boss machine tender is acting as foreman section 9 will apply, but when he is working under a foreman, then section 9 will not apply as to limiting his manual labor to only ten (10) per cent of his time.

JOHN LIND, *Umpire.*

SUPPLEMENTARY RULING IN RE EMPLOYEES v. MANUFACTURERS OF NEWSPRINT PAPER.

May 28, 1919.]

The board rules that a tour worker is that class of workman who is engaged on work in a paper mill or plant which work is continuous for 24 hours a day, and the tour worker works for his regular workday 8 hours, with 16 hours off, or, in other words, the work is of such a nature that the 24 hours' continuous operation is divided into three shifts of 8 hours each.

A day worker is a person that is not engaged in a continuous operation.

The board rules that the meaning of Umpire John Lind's award is that every tour worker who worked more than 8 hours in any 24 hours from May 1, 1918, up until the original award was made by this board is entitled to back pay for every such hour of overtime that he has worked, at a rate of time and one-half; if the employer has paid him straight time for time worked over 8 hours, then he owes him half time for every hour over the 8 hours he has worked.

The board also rules that all day workers to whom was granted the 8-hour workday by the award of this board, are entitled to time and one-half pay at the new rate a, awarded by this board, for all time worked beyond 8 hours in any 24 hours, from May 1s 1918.

Decision of the Umpire in re International Association of Machinists, Local No. 818, v. Wheeling Mold & Foundry Co., Wheeling, W. Va.

37a. October 30, 1918.

The National War Labor Board having agreed to submit to the undersigned for his determination as umpire one single question, and that only, as follows:

> Should the National War Labor Board render a decision granting the demand of the machinists of the Wheeling (West Va.) Mold & Foundry Co. for a basic 8-hour day, with time and one-half for overtime and double time Sundays and legal holidays?

I, the said Henry Ford, do hereby answer the said question, Yes.

I have reviewed the arguments and have given the question due thought and consideration, and have come to the conclusion stated, but do not deem it necessary to give my reasons unless your honorable board shall express a desire for the same.

But I can not refrain from expressing my very deep conviction that the straight 8-hour day is much better practice than the so-called "8-hour basic day" where the latter is continually and almost uniformly being practically exceeded in the number of working hours.

My experience, and also my reason, teaches me that very few emergencies ever exist in a manufacturing business justifying the practice of exceeding 8 working hours per day. The strain of 8 hours is enough, and the hours should never be increased except under the most extraordinary circumstances. I can not dwell too much on this. For the good of the men, for the good of the employer, and for the general results, I would admonish those interested to adhere to the straight 8-hour day.

Respectfully submitted.

HENRY FORD, *Umpire.*

Award in re Molders v. Wheeling Mold & Foundry Co., Wheeling, W. Va.
37b. September 16, 1918.

This case has been submitted to the board upon a proposed agreement to be entered into between the members of Local Union No. 364, International Molders' Union of North America, and the foundrymen of Wheeling and vicinity.

First. That 8 hours constitute a day's work for all molders and coremakers.

Second. That the wage rate be $6.50 for the basic 8-hour working day.

Third. That all overtime shall be paid for at the rate of time and one-half.

Fourth. That Sundays and legal holidays, as provided for in the constitution of the International Molders' Union of North America (viz, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and New Year's Day), be paid for at the rate of double time.

The only controversy presented is as to the meaning of paragraph 1.

It is clear that that paragraph standing alone would mean the 8-hour working day beyond which the employees can not be required or permitted to work. Upon the principle that the whole of an agreement should be construed together, so that no part shall be invalid, section 2 can not be held as substituting a basic 8-hour day for the actual 8-hour day provided by section 1. It is not reasonable to suppose that the employees having agreed upon an 8-hour day, should by the next rule repeal it by substituting a 10 or 12 hour day for extra compensation.

The basic 8-hour rule is not an 8-hour day at all, but simply a wage agreement. If the 8-hour day is extended to 10 hours, then the 50 per cent added pay for the two extra hours in effect is an agreement to pay 11 hours' wages for 10 hours' work, an increase of 10 per cent. It was doubtless thought that the extra 50 per cent for the extra hours would discourage requiring extra hours, but this has not been the result in all cases, for in some plants 10 hours from day to day, every day, has been exacted, and in others even 13 hours a day has been known to be required. The object of the 8-hour law is to protect the health and lengthen the lives of employees, which would be seriously compromised by an excessive length of the day's work.

It has been seriously contended that the "principles" adopted by this board deprive it of jurisdiction to enforce an actual 8-hour day. Those principles, however, specify that in all cases in which existing law does not require the basic 8-hour day, "the question of hours of labor shall be settled with due regard to governmental necessities and the welfare, health, and proper comfort of the workers."

President Wilson, in his address before a joint session of the two houses of Congress, August 29, 1916, said that "The whole spirit of the time and the preponderant evidence of recent economic experience spoke for the 8-hour day. It has been adjudged by the thought and experience of recent years a thing upon which society is justified in insisting as in the interest of health, efficiency, contentment, and a general increase of economic vigor. The whole presumption of modern experience would, it seemed to me, be in its favor, whether there was arbitration or not, and the debatable points to settle were those which arose out of the acceptance of the 8-hour day rather than those which affected its establishment. I therefore proposed that the 8-hour day be adopted by the railroad managements and put into practice for the present as a substitute for the existing 10-hour basis of pay and service." And he recommended "the establishment of an 8-hour day as the legal basis alike of work and of wages in the employment of all railway employees who are actually engaged in the work of operating trains in interstate transportation." Congress enacted what is known as the "Adamson Eight-Hour Law" in consequence.

Previous to that time the Federal 8-hour law, approved June 19, 1912, limited "the hours of daily service of laborers and mechanics employed upon work done for the United States, or for any Territory, or for the District of Columbia," to 8 hours, and provided that no laborer or mechanic so employed should "be required or permitted to work more than 8 hours in any one calendar day upon such work."

Judge Alschuler, in his decision in the Packing House case, quotes the above expression of the President, and says: "The public policy of the 8-hour workday has been given oft-repeated sanction by legislation in the majority of the States, as well as by Congress, through enactments of various kinds too numerous for specific mention," and quotes the unanimous report of the President's mediation commission on January 9, 1918, which declared "The 8-hour day is an established policy of the country." He further said: "The voluminous evidence adduced at the hearing in support of the contention for the 8-hour day is in the main logical and convincing, and it is particularly to be noted that in so far as concerns the general principle of the 8-hour day no evidence to dispute it was presented. Indeed, on behalf of the employers it was repeatedly, openly, and frankly admitted that a workday shorter than the 10-hour day was desirable. On behalf of the employers and in the presence of their superinten-

dents it was freely stated that they all believed in a shorter workday; that they had said so, and that there was no room for argument about it." There is a vast body of experience that a 10-hour day shortens the lives of the employees, injures their health, and that in point of production there is an increase by the substitution of 8 hours for a longer period. Even if this were not true as to one day, the accumulated fatigue of working more than 8 hours for a series of days reduces the production below the quantity produced by strict adherence to that limit.

Especially is this so as to the molder's occupation, the life of whom, working 9 or 10 hours per day, subject to the heat and noxious fumes, is said to average not more than 14 years. In work of this kind there can be no doubt that greater production will be had by the working of an 8-hour day than by working 9 or 10 hours.

It is not conclusive, though a subject for consideration, that the majority of the other shops in Wheeling and vicinity are working on a 9-hour basis. All betterment has come by improving conditions, and not continuing them when bad. Improving conditions is the object of this proceeding.

The subject of an 8-hour day is not new, but has been discussed by the general public by writers, and public men and governmental officials for many years. The first act for an 8-hour day was passed by Congress in June, 1868, and provided "Eight hours shall constitute a day's work for all laborers, workmen, and mechanics who may be employed by or on behalf of the Government of the United States." This act proved ineffective because, for some reason, Congress had failed to impose any penalty for violation of the act. More effective laws on the subject were passed and were approved August 1, 1892, June 19, 1912, and in the amendment to the naval appropriation bill, approved May 3, 1917. The latter amended the statute which had authorized the President to suspend the 8-hour law "whenever Government necessity required it," by providing that while the President in an emergency could suspend the 8-hour day in such case, the basic 8-hour day should obtain and overtime should be paid for at not less than time and one-half.

Since that time the President has acted in conformity with the act, but his suspension applies only to the prohibition of working more than 8 hours, and does not require it. It is still open to the employees to decline to work longer than 8 hours, and in event of a difference with their employers to submit the matter to the National War Labor Board.

The railroad employees, from coast to coast, nearly 500,000 in number, are now operating on the basis of the 8-hour day. The same is true of the coal-mining industry, the packing industry, the newsprint industry, the garment industry, in Government construction, and in the lumber mills and sawmills of the great Northwest.

It may be that there are industries where it is still necessary to use a longer workday than 8 hours during the duration of the war, but it does not seem, in consideration of the conditions, that more than 8 hours should be exacted in the work that a molder has to perform.

It is the concensus, as President Wilson stated, of students of the subject that the maximum production is to be had by the adoption of the 8-hour day, and that the preservation of the health and the lives of the employees will be promoted by that limitation.

The employers have, as a rule, patriotically given full aid to the prosecution of the war by placing their splendid plants and their highly skilled chiefs at the service of the Government. The employees, as a rule, have also, with the same patriotism, yielded the 8-hour limitation wherever it has been necessary to speed up production for the Government. The former have *received* great increase in profit. The latter have *contributed* an increase in the hours of labor, and vast numbers of men to fill our armies. The former have received from the Government; the latter have given to it. They should not be asked to do so beyond the necessity of the occasion.

The "Census of Manufactures" for 1914, page 482, shows more than 7,000,000 industrial employees, of whom not more than 12 per cent were under the 8-hour day. This number has since been increased considerably, but not as rapidly as would have been the case but for the emergency of the war. Statistics also show that while Australia and New Zealand have frankly adopted the 8-hour-day limit in all their industries, in this country the average is still above that figure. This is largely due to the fact that in the southern mill industry the limt is still 60 hours per week and in the northern mills 54 hours.

This, however, is no reason why more than 8 hours should be required of the molders, whose trade exacts greater fatigue and exposure to noxious and dangerous fumes.

That the country has not yet reached the 8-hour day in all cases is no reason why in this case it should not be upheld. Indeed it may be well considered that as the world and especially all free countries are "on their way" to the adoption of the 8-hour law, might it not be for the interests of the employers frankly to accept it, and avoid the constant struggle for its attainment by settling the question, once for all.

When industries were on a small scale and the employer and the employee worked together, face to face, the fellow-servant doctrine was created by the courts which exempted the employer from liability for injury inflicted upon an employee by the negligence of his fellow servant, upon the ground that the servant contracted with a knowledge of the character of his coemployees. This became absurd when there were thousands of employees engaged in the same employment, but it has required statute after statute to change the judge-made law which had exempted the employer.

In like manner, until very recently, and until changed by statute, the courts held that if an employee contributed in any degree by his own negligence to the injuries he sustained, he could not recover. For this there has now been substituted by an enlightened statute the provision that the damage shall be apportioned, and that the business shall bear part at least of the loss and the crippled employee shall not bear it all, or his destitute wife and children, in case of his death. For the same reason an employee, one of many thousands, is unable to contract on equal terms, either as to hours of labor, or rate of wages, or proper sanitation, with the employers of vast numbers of men. The law must step in and require protection in these particulars of its citizens against injury to their health, or shortening of their lives by the fatigue of excessive hours, inadequate wages, and lack of sanitary provisions.

By the introduction of machinery and numerous inventions production has been increased many fold, in some cases a thousandfold. It is not just that the profit accruing therefrom shall go to the employers alone, without the employees receiving a fair share of the vastly increased profits.

In Pressly *v.* Yarn Mill (138 N. C. 424) it was said by this writer:

> The law is not fossilized. It is a growth. It grows more just with the growing humanity of the age, and broadens "with the process of the suns" * * *. Labor is the basis of civilization. Let it withhold its hand, and the forests return and grass grows in the silent streets. Not so long since, in England, labor unions were indictable as conspiracies. The wages of laborers were fixed by officers appointed by capital, and it was indictable for a laborer to ask or receive more. There was no requirement that employers should furnish safe appliances, no limitations as to hours of labor, no age limit. With the era of more just legislation in this country and England, and elsewhere, shortening the hours of labor, forbidding child labor, requiring sanitary provisions, and safe appliances, labor has been encouraged, and the progress of the world in a few years has more than equaled that of all the centuries that are dead. Justice to the laborer has been to the profit of the employer. The courts should not be less just than the laws.

While an 8-hour day is stipulated for in paragraph 1 of the agreement, there are emergencies likely to occur when for a brief period that limit may be exceeded. But the protection of the 8-hour day will amount to nothing if it rests with the employer alone to declare the emergency. The 50 per cent allowed for overtime is too small a penalty in view of great profits that may arise. It is true that what is "an emergency" can be and has been defined. Still it rests with the employer to declare that the facts place the demand within the definition of an emergency. Such emergencies can ordinarily be met by the adoption of the three-shift system or an increase in machinery. It is better that the machinery should be worn out than the bodies of the employees. Man passes through this world but once, and he is entitled, in the language of the great Declaration, to some "enjoyment of life, liberty, and the pursuit of happiness."

It has been suggested, as some protection against the abuse of constantly exceeding the limitation of hours by the employer declaring in his judgment an "emergency" to exist, that such extra days should be limited to three days in the week. This would only be a very partial remedy, for if the employee is overworked three days in the week his product will not only fall off during those days, but also during the remaining days of the week. A better plan would seem to be a provision that the employer shall appoint a standing committee of two and the employees a similar committee of two, and as the burden of establishing an emergency is upon those who assert it, the 8-hour limitation should not be exceeded unless at least three members of the joint committee of four agree that there is an emergency justifying working overtime. This would avoid also the objection that if there was only one member of the committee on each side factious opposition by the representative of labor might prevent operation even when there was an emergency requiring it.

For these reasons the following is

THE AWARD.

Hours.—The molders employed by the Wheeling Mold & Foundry Co., at Wheeling, W. Va., shall not be required or permitted to work more than 8 hours within any day

of 24 hours, except in cases of emergency, and then under the following terms and conditions:

(*a*) Overtime work shall be paid for at the rate of time and one-half for all hours worked in excess of 8 hours, with double time for Sundays and holidays.

(*b*) The question whether or not an emergency exists, together with the length of time over which such emergency may extend, and the number of extra hours per day, shall be determined by agreement between the management and the working molders in the shop.

(*c*) For the purpose of effectuating the agreement mentioned in paragraph *b*, a permanent committee of four persons is hereby created, two of whom shall be designated by the management of the plant and two by the working molders in the shop, the assent of at least three of whom shall be necessary for permission to work more than 8 hours in any day of 24 hours.

Interpretation of award.—For the purpose of securing a proper interpretation of this award, the secretary of the National War Labor Board shall appoint an examiner, who shall hear any difference arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board. Pending such appeal, the decision of the examiner shall be binding.

WALTER CLARK, *Umpire.*

MOTION FOR NONCONFIRMATION OF UMPIRE'S DECISION.

[September 25, 1918.]

NATIONAL WAR LABOR BOARD:

Now comes the Wheeling Mold & Foundry Co., one of the parties in the above case, and moves your honorable board that the decision of the Hon. Walter Clark, the umpire selected by your board to review and decide the issues between the parties herein, be not confirmed, adopted, or put into operation by your board for the following reasons:

1. It appears from the submission of the parties herein and the files and records of the case that the issues mutually submitted to your honorable board by the parties hereto were not considered, passed upon, or decided by the said umpire.

2. It further appears that the decision of the said umpire is based wholly and entirely upon a mistake in fact, namely, that there is an existing agreement between the parties hereto which provides for an 8-hour day and a wage rate of $6.50 per day, and that the question between the parties relates to the proper interpretation of such agreement, whereas and as a matter of fact no such agreement exists, the issue between the parties being whether or not the demand of the Iron Molders' Union for such an agreement be granted.

3. Because the issues submitted to your board by the parties hereto are not decided by the umpire, and because his said decision is based upon a misconception of fact as to the matter at issue, it would be inequitable and against the proper rights of this company under the submission for the decision of the said umpire to be given effect and put into operation by your honorable board.

WHEELING MOLD & FOUNDRY CO.,
By WALTER DREW, *Counsel.*

RULING OF UMPIRE ON PETITION TO REHEAR.

October 5, 1918.]

This is a petition to rehear the decision of the board in this case, filed September 16, 1918. The chief ground urged is that the agreement passed upon had not been actually adopted by the parties.

It is true it was a proposed agreement, but the argument on both sides presented the question whether the agreement, if adopted, would mean an actual 8-hour day or a basic 8-hour day. If it was the former it was acceptable to the plaintiffs, the employees. If it meant the latter it would be accepted by the defendant company and imposed upon the workers.

The case was thoroughly argued by both sides with great force and ability, and the points at issue were clearly understood by the board and the umpire. Upon hearing the case, the decision was that an actual 8-hour day should be adopted, and as a protection against overtime "on emergencies" it was ordered that nothing should be held an emergency unless so declared by three votes on a joint board to consist of two members to be selected by the employers and two by the employees.

On a full and careful review of the arguments then made, and the questions presented by the petition to rehear, the opinion and award heretobefore made are in every respect confirmed.

Soon after this opinion and decision of the board had been rendered, and possibly in consequence of it, the great United States Steel Corporation, with 300,000 employees, adopted the 8-hour law, and other companies are doing the same. By reason of its position as a great financial and progressive institution, the action of the United States Steel Corporation marks a distinct advance toward the universal adoption of the 8-hour day, especially if there shall go with it the provision of the award in this case that there shall be no evasion of the "8-hour day" upon the declaration by the employer alone of emergency, but the emergency shall be declared by a majority of the joint board appointed by the employers and employees as stated in the award in this case.

Long since Mr. Henry Ford, another progressive and successful employer of large bodies of men, adopted voluntarily the 8-hour day, which is the end toward which industry is inevitably and irresistibly moving, by reason of it being justice to the employees and no less to the real interests of the employers and managers of our great industries.

The motion to rehear is overruled.

WALTER CLARK, *Umpire.*

Findings in re Employees v. Frick Co., Emerson-Brantingham Co., Landis Tool Co., Landis Machine Co., Bostwick-Lyons Bronze Co., Shearer Machine Co., Victor Tool Co., and Cashman Tool Co., all of Waynesboro, Pa.

40. July 11, 1918.

The decision of the National War Labor Board in the Waynesboro controversy is as follows:

Hours.—The number of working hours shall be the same as at present.

The board hereby announces that it has under consideration the matter of the determination of the proper working day and the decision here made will be subject to modificaton when and as the board comes to a determination in that regard.

Overtime.—That time and one-half for ordinary overtime and double time for Sundays and those holidays fixed by the statutes of Pennsylvania be granted.

Committees.—That the employers shall meet with committees of their own men in the various shops.

Pay days.—That pay days shall be once per week on companies' time and no more than three days' pay shall be retained.

Discrimination and coercion.—That there shall be no discrimination against union men, and that the union shall not be permitted to use coercive means to obtain their objects in any event.

Wages.—The minimum rates of pay to be as shown below, the lowest rate in no case to be below 40 cents per hour:

	Cents per hour.
Toolmakers, diemakers, jigmakers, gaugemakers, and bench tool machinists	60
Journeymen machinists, at least four years' experience	55
Specialists, more than three years	50
Specialists, more than two years	45
Specialists, under two years	40
Maintenance men, on maintenance repairs	45
Maintenance men, repairing belts or oiling	40
Acetylene welders, first six months	45
Acetylene welders, over six months	50
Men on cut-off saw, crane operators, tool crib, and storeroom	40
Machinists' helpers	40
Patternmakers	65
Ironmolders and coremakers	65
Blacksmiths, heavy forgers, tool dressers, drop forgers, and wheel builders	65
Blacksmiths' helpers	45
Boilermakers	60
Boilermakers' helpers	45
Flange turners and layer-out men	65

	Cents per hour.
Boilermaker specialists (such as operators of punches, planers, drill presses, shears, etc)	55
Carpenters and joiners, bench hands, cabinetmakers, millwrights, and woodworking machine hands	50
Painters, plumbers, sheet-metal workers, electricians, brick and stone masons, and other miscellaneous mechanics:	
Over 4 years' experience	60
Under 4 years' experience	50
Cupola tenders	40
Engineers, yard and shifting	50
Wagon drivers	40
Firemen, brakemen, and chauffeurs	45
Storeroom and stockroom clerks, attendants, and timekeeping attendants	45
Helpers and laborers	40
Hammermen in cleaning rooms	40

The board hereby announces that it has now under consideration the matter of the determination of the living wage, which under its principles must be the minimum rate of wage which will permit the worker and his family to subsist in reasonable health and comfort. That in respect to the minimum established by this finding it shall be understood that it shall be subject to readjustment to conform to the board's decision when and as a determination shall be reached in that regard.

Apprentices.—That apprentices be given an opportunity to learn a trade under circumstances as to character of work and compensation as may be agreed upon between committees of the men and their employers.

Piece and premium work.—That the request of the employees to the effect that all piecework and premium work be abolished be denied.

Depression.—That in case of depression, hours be reduced before men are laid off.

Supervision of award.—That for the purpose of carrying out the award of the board, the board retain jurisdiction over the Waynesboro case, acting through the section of the board already appointed on the case or through an examiner directed by the secretary to see that the award is put in force and becomes effective.

Retroactive date.—That the award of this board shall be retroactive as of May 28, 1918.

FREDERICK N. JUDSON,
FRANK P. WALSH,
Joint Chairmen.

Award in re International Brotherhood of Electrical Workers of America v. Northern Indiana Gas & Electric Co., Hammond, Ind.

45. November 22, 1918.

In the case of the International Brotherhood of Electrical Workers versus the Northern Indiana Gas & Electric Co. at Hammond, Ind., which the parties in controversy jointly submitted for adjudication, the National War Labor Board makes the following award:

Wages.—All linemen employed by this company shall receive 70 cents per hour and the wages of the other employees shall be increased in the same proportion.

Wages shall be paid weekly, at noon on Saturday.

When workers are called out after midnight, each worker so called out shall receive at least four hours' pay for each call.

Retroactive pay.—This increase in wages shall be retroactive to June 4, 1918. The company shall have until January 1, 1919, to make the payment of the back wages herein provided for.

Hours of labor.—There shall be no change in the hours of labor.

Protection for workers.—The demands of the workers (*a*) that the company shall furnish the necessary rubber appliances to protect them in cases of high voltage in excess of 550 volts, and (*b*) that the company shall furnish rubber coats and boots to workers in inclement weather, are granted, and the company is hereby directed to comply with this order.

Demands denied.—The demands of the workers for an order to provide (*a*) that free meals be furnished the workers held after regular hours, (*b*) that there be no penalization of workers in bad weather, and (*c*) that foremen on jobs be not allowed to use tools, are denied, for the obvious reasons that the increase of wages and pay for overtime herein granted amply compensate the workers for the inconveniences suggested in clauses (*a*) and (*b*), and, with reference to clause (*c*), that such a demand is incon-

sistent with the times and unreasonable in view of the present necessity for the fullest possible utilization of the forces of production.

Administration of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any difference arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending a decision on such appeal the decision of the examiner shall be binding.

Period of award.—This award shall continue during the continuance of the war except that either party may reopen the case before the board on May 1, 1919, and at intervals of six months thereafter, for such readjustments as changed conditions may render necessary.

WM. H. TAFT,
FRANK P. WALSH,
Joint Chairmen.

Award in re Employees v. National Refining Co., Coffeyville, Kans.

97. August 28, 1918.

On July 31, 1918, W. A. Parranto, J. C. Greathouse, and F. Balitz, representing—

Brotherhood of Boiler Makers, Iron Ship Builders & Helpers of America.
International Association of Machinists.
International Brotherhood of Blacksmiths.
Oil Refinery Workers Union No. 15184, of Coffeyville, Kans.
Coopers' International Union of North America.
Brotherhood of Railway Carmen of America, Local No. 55 (Coffeyville, Kans.),

filed complaint against the National Refining Co. at Coffeyville, Kans., giving as their grievances, these:

Repudiation of contracts between company and employees.
Discrimination against union employees.
Refusal of company to meet or treat with committee of employees.
Basic eight-hour day.
Overtime rates.
Seniority rights of employee.
Increase in wages to provide living-wage scale and meet living conditions in that territory.
Travel expenses and allowances for men away from home while on road and treatment of men while on road.
Definition and classification of work.
Demand for improved sanitary conditions.
Demand for minimum-wage scale.

Prior to the 21st of May, 1918, the unions above specified had an agreement with the National Refining Co., signed by Setzler, its superintendent. Setzler's employers claim he had no right to bind them. He says the same. At any rate the National Refining Co. repudiates the agreement Setzler signed.

Three conciliators, including W. H. Rogers, of the committee of conciliators for the Department of Labor, had attempted to compose the differences at Coffeyville without success.

The workers struck May 21, 1918. On May 23 another conciliator likewise failed to bring the workers and employers into accord, because at that time the National Refining Co. refused his offer to serve as mediator.

July 3, 1918, Alpheus Winter, examiner for the National War Labor Board, went to Coffeyville, but was unable to straighten the matter out.

The men who struck claim that they were willing to return to work but their places had been filled. They are now willing to return to work.

At the close of the hearing, we asked both sides to submit briefs, and they have done so. No question was raised as to the jurisdiction of this board, both sides consenting to abide by its decisions.

The company claims that the definition of "shift men" is contained in paragraph 2 of the "understandings" contained in its Exhibit A, and that they embrace: "Men engaged in regular shift work which the necessities of the industry require to be done seven days per week."

The complainants on page 11 of the minutes claim that nobody except stillmen and their two helpers are shift men. The complainants on page 12 of the minutes claim that the boiler firemen are not shift men, but the company claims that boiler firemen are shift men. In their brief (on p. 7) the complainants list the following employees

as shift men who "waive the right of overtime on Sundays and legal holidays but request overtime be paid for all work performed in excess of the basic work day":

Stillmen and helpers.
Refrigerating engineers and pressmen.
Sweat pan pumpers and helpers.
Boiler house firemen.
Water tenders.
Boiler washers.
Filter house pumpers and helpers.
Earth burners and helpers.
Agitators treaters and helpers.
Pumpers and gaugers.

(Itemization of p. 5 of the company's brief does not show which of the men listed there are helpers.)

The section makes the following award:

1. *Wage scale.*—The following scale of wages shall be paid:

Occupation name and rate per hour.

	Cents.
Boiler makers, machinists, and blacksmiths	75
Helpers	65
Inspectors	72½
Carpenters	72½
Air brake men	72½
Running repair men	72½
Truck men	62½
Steam fitters	67½
Helpers	57½
Stillmen	72½
Stillmen helpers	62½
Refrigerators engineers	57½
Pressmen	57½
Sweat pan pumpers	57½
Sweat pan helpers	50½
Barrelers	57½
Barrelers helpers	50½
Boiler house firemen	62½
Water tenders	57½
Boiler washers	52½
Filter house pumpers	62½
Earth burners	57½
Earth burners helpers	50½
Agitators treaters	59½
Agitators treaters helpers	52½
Acid plant men	58¼
Acid pant helpers	54½
Acid plant straight day men	57½
Barrel house—	
Head filler	54½
Filler helper	50½
Barrel loader	50
Barrel painter	50½
Barrel stenciler	52½
Barrel gluer	54½
Head barrel loader	60½
Local man	57½
Local man helpers	50½
Barrel house car checkers	47½
Head barrel loaders	50½
Grease works—	
Grease makers	69½
Grease makers helpers	54½
Grease loaders	50½
Grease work boys, beginning	32½
All local men	50½
Head oil casers	57½
Head oil casers helpers	52½
Truck drivers, $112.50 per month.	
Compound department—	
Compounders	67½
Compounders helpers	57½
Yard men—Flat rate	50½
Loading rock—	
First man	62½
Second man	57½
Third man	47½
Storeroom men—	
First storeroom keeper	57½
Second storeroom keeper	50½
Oil testers—	
Oil testers	42½
Sample boys	32½
Pumpers	59½
Gaugers	50½
Water drawers	52½
Trap pumpers	50½
Teamsters	95
Painters	60
Painters helpers	50½
Still cleaners—	
Crude stills, per still	$6.00
High pressure still cleaners	52¼
Coke still cleaners—	
Nov. 1 to Mar. 31, per still	$8.50
Apr. 1 to Oct. 31, per still	$10.00

Coopers shall be paid 55 cents per hour, provided that whenever a higher rate is paid by the Sinclair Refining Co., either by voluntary action of that company or under finding or recommendation of this board, the same rate shall be paid coopers by the National Refining Co.

2. *Period of award.*—This finding shall be considered as of date of July 30, 1918, and shall continue during the period of the war, with the right on the part of the employers or employees to apply for relief from or modification hereof at the end of any six-months' period, providing 30 days' notice is given by one side to the other of such intention.

3. *Basic day.*—Eight hours shall constitute a day's work, which shall begin at 8 a. m. and end at 5 p. m., except where three shifts are worked. Where there are three shifts the hours shall be so arranged that the time of one shift will not overlap the time of the other.

Men engaged for regular shift work which the necessities of the industry require to be done seven days per week shall receive overtime pay only for hours worked in excess of eight hours, that is, for these men. Sundays and holidays shall be considered as regular working days so far as overtime is concerned.

The following employees shall be classed as shift men:

Stillmen and helpers.
Refrigerating engineers and pressmen.
Sweat-pan pumpers and helpers.
Boiler-house firemen.
Water tenders.
Boiler washers.
Filter-house pumpers and helpers.
Earth burners and helpers.
Agitators treaters and helpers.
Pumpers and gaugers.

4. *Overtime pay.*—The workers shall be paid one and one-half times the regular wages for all time in excess of 8 hours, and double time for Sundays and holidays, except where they are shift workers (see sec. 3). Holidays shall be New Year's, Washington's Birthday, Lincoln's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. For each call to fight fire at night the workers shall be paid for 2½ hours at least, at double time. If sent away from his home station to work, an employee shall receive not less than 8 hours for each day away and shall be allowed time for traveling to and from the job, and overtime rates for traveling during the overtime hours, and all necessary expenses.

5. *Discharge of employees.*—No man shall be discharged or removed from the service of the company without just and sufficient cause, and every employee shall have the right to present his grievance to the shop foreman and, if unable to agree, may appeal his case to the higher officials of the company. If it is found that he has been unjustly discharged or dealt with, he shall be reinstated and paid for time lost. In such latter event the investigation shall be held upon the company's time, but if the result of the investigation shows that he has been properly discharged or dealt with, investigation shall be upon the employee's time. No employee shall be discharged for membership in trade-unions, or for legitimate trade-union activities.

6. *Return of employees to former positions.*—The impracticability of returning each man to his former position is mutually recognized, but the company will receive applications from, and first consider and return to work, former employees if found desirable and competent; it being agreed that membership in a union or participation in strike shall not be a bar to reemployment.

7. *Collective bargaining.*—The principles upon which the National War Labor Board is founded guarantee the right to employees to organize and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions. As the right of workers to bargain collectively through committees has been recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

8. *Sanitary conditions.*—A sufficient number of sanitary drinking fountains, toilets, lockers and bathing facilities shall be installed in all departments and kept in a clean and sanitary condition. Sanitary drinking fountains shall be installed so that they can be kept packed with ice from May 15 to October 15 of each year.

9. *Reinstatement of certain employees.*—The question of reinstatement of R. J. Lennington, W. W. Whitlock, J. Murphy, and James Mays shall be decided by the examiner named by the secretary of this board.

10. *Interpretation of award.*—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the section making this award. Pending such appeal the decision of the examiner shall be binding.

FREDERIC N. JUDSON,
WM. HARMAN BLACK,
Section.

DECISION ON MOTION FOR REHEARING AND APPEAL FROM ADMINISTRATOR'S DECISION IN RE EMPLOYEES v. NATIONAL REFINING CO., COFFEYVILLE, KANS.

[April 30, 1919.]

This is a decision on a motion for rehearing made by employees, and an appeal by the company from a decision made by Administrator Flynn, under the award in the above case. The men appeal from paragraph 6 of the decision, which reads—

> *The impracticability of returning each man to his former position is mutually recognized*, but the company will receive applications from, and first consider and return to work, former employees if found desirable and competent; it being agreed that membership in a union or participation in strike shall not be a bar to reemployment.

Upon this point, it having been called to our attention that it was not mutually recognized, we amend this paragraph so as to read as follows:

> We realize the difficulty of returning each man to his former position, but the company will receive applications from, and first consider and return to work, former employees if found desirable and competent; it being agreed that membership in a union or participation in strike shall not be a bar to reemployment.

The facts were that the company was not returning men to their former employment when occasion offered in compliance with the award above quoted. The men therefore appealed to the administrator, and after very painstaking efforts on his part to adjust the matter he was finally instructed by Mr. Woods, chief administrator, to hold a hearing upon the alleged violations of the award. This hearing was held and it developed that the company was not filling the vacancies with men who held such positions previous to the strike.

After a careful reading of the evidence, we are convinced of the justice of the administrator's decision,[9] dated December 16, 1918, which is contained in the files, and we direct that the company comply with such decision of the administrator.

F. N. JUDSON,
WILLIAM HARMAN BLACK,
Section.

Findings in re Employees v. New Orleans Railway & Light Co.

98. July 31, 1918.

The arbitrators make the following findings and award:

Wages.—The wage scale for motormen and conductors shall be:

First three months of service, 38 cents per hour.
Next nine months of service, 40 cents per hour.
Thereafter, 42 cents per hour.

Wages of other employees.—The wages of employees other than motormen and conductors which have been submitted to the arbitrators for fixation shall be increased by the same percentage as the maximum of the wage scale paid to motormen and conductors is increased by this award; provided, however, that if this percentage increase does not bring the wage of any adult male employee up to a minimum of 42 cents per hour, he shall be paid said minimum of 42 cents per hour.

Interpretation of the award.—For the purpose of securing a proper interpretation of the award, the secretary of the National War Labor Board shall appoint an examiner who shall hear any differences arising in respect to this award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending the appeal the decision of the examiner shall be binding.

Effective date.—This award is to take effect as of July 1, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' intervals, beginning February 1, 1919, for such adjustment as changed conditions may render necessary.

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[9] "No outsiders to be employed until the applications of former employees be exhausted.

"When there is a vacancy in any position where the company has on file an application from a former employee, he shall be reinstated to his former position in preference to any other person, and this reinstatement to be made according to seniority.

"All persons who have been promoted to positions for which former employees have made application since October 17 be reduced or transferred to the positions which they held before that date, even though it become necessary to discharge some of the new men employed since that time."—From examiner's rulings, Dec. 16, 1918.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fare which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.
>
> WM. H. TAFT,
> FRANK P. WALSH,
> *Arbitrators*

REVISION OF AWARD.

October 24, 1918.]

This complaint, which involved the wages of the platform men, the mechanics, and workmen other than platform men, was heard in July and an award was made on the 31st of that month. The wages of the platform men were increased from a maximum of 24½ cents per hour to a maximum of 42 cents per hour. The award, however, directed that the mechanics other than the platform men should have a proportionate increase. This was an inadvertence and an error in that the mechanics other than the platform men had really had a higher rate of wages than the platform men. The increase amounted to 71 per cent and it was far too great and led to excessive wages for the latter class of employees.

We have given great consideration to this case and have reached a conclusion that the platform rates should be as already found—

38 cents per hour for the first three months.
40 cents per hour for the next nine months.
42 cents per hour thereafter.

We set aside our further award as to the mechanics and workmen other than the platform men, which was suspended in its operation early in September, and we now award for these employees an increase of 10 cents an hour, with the limitation that for all employees except apprentices the minimum wage shall be 38 cents an hour, and with the further limitation that none of these increases shall operate to carry the rate per hour for journeymen to a figure in excess of the present union craft rates in New Orleans.

The section notes with satisfaction that the commission council of New Orleans has recognized the equity of the suggestion of the section that the rates charged by the company for its various services shall be increased to meet the added obligations imposed, by its award, upon the company.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

APPEAL FROM EXAMINERS' INTERPRETATION OF REVISION OF AWARD.

December 17, 1918.]

It appearing that examiners under the authority contained in the revision of award gave an interpretation on the clause of the award dealing with the wages of employees other than platform men, their interpretation reading as follows:

> Where the 10 cents increase awarded to other employees carries the wage of any employee beyond the union craft rates, such employee shall be paid only the union craft rate. Where the 10 cents increase, however, fails to bring the rate up to the union craft rate, he shall not receive more than the 10 cents increase as awarded by the board.

And it further appearing that Local 194 of the Amalgamated Association of Street & Electric Railway Employees of America, comprising the complainants in this case, through its president, J. Stadler, appealed from that interpretation and contended that the award should bring the wages of other employees up to the union craft wages in New Orleans, and it appearing further that the language of the award is so plain and unambiguous that no interpretation could be put thereon other than the interpretation made by the examiners as above:

It is therefore ordered that the interpretation as set out of the examiners on which this appeal is taken be, and the same hereby is, sustained and the appeal be dismissed.

WM. H. TAFT,
BASIL M. MANLY,
Arbitrators.

Award in re Employees v. Pollak Steel Company, Carthage, Cincinnati, Ohio

102. August 21, 1918.

The National War Labor Board hereby urges the management and the employees of the Pollak Steel Company to do everything in their power to maintain the maximum production of war necessities and to cooperate in every way to attain this end.

Working conditions.—The complaints presented by the employees relative to working conditions are hereby referred to the shop committee and the proper officials of the company for disposition, as provided in rule 6 of the existing agreement.

Length of workday.—The determination of the length of the workday is a matter upon which this section is unable to agree, and the question is therefore referred to the full National War Labor Board. The workday now in effect may be subject to modification when and as the board comes to a determination in that regard.

Wages.—The minimum rate of pay for adults, common labor as well as skilled and semiskilled, shall be forty (40) cents per hour.

The following shall be the schedule of rates:

Occupation name and rate per hour.

	Cents.
Day rate, axle shop:	
Axle maker	86
Heater	82
Rougher	62
Crane tender	61
Fireman	60
Hammer driver	61
Tonnage rate, axle shop:	
Axle maker	73
Heater	69
Rougher	50
Crane tender	49
Fireman	48
Hammer driver	49
Hammer No. 10:	
Hammerman	92
Heater	60
1st stoker	42
2d stoker	40
Tailer	40
Crane tender	40
Fireman	40
Pole pusher	40
Hammer driver	40
Hammer No. 14:	
Hammerman	72
Heater	55
1st stoker	40
Crane tender	40
Hammer driver	40
Hammer No. 11:	
Hammerman	105
Heater	70
1st stoker	45
2d stoker	40
3d stoker	40
4th stoker	40
Tailer	41
Crane tender	40
Fireman	40
Pole pusher	40
Hammer driver	40
Hammer No. 12:	
Hammerman	72
Heater	50
1st stoker	40
Tailer	40
Crane tender	40
Fireman	40
Hammer driver	40

Tool dresser, 70 cents per hour; blacksmith, 60 cents per hour; and blacksmith's helper, 45 cents per hour.

All other tonnage, piecework, or day rates not herein specified shall be increased fifteen (15) per cent.

Night-work bonus.—Men employed on the night shift shall receive compensation five (5) per cent higher than those employed on the day shift. This shall apply to both second and third turn or shift.

Period of award.—The provisions of the existing agreement between the Pollak Steel Co. and its employees shall continue without change except as they may be affected by this award.

The wage award is to take effect as of April 2, 1918, and shall remain in force until April 2, 1919.

The company shall be allowed until October 1, 1918, to make the payments to its employees of the back pay due them under this award.

ADAM WILKINSON,
JOHN F. PERKINS,
Section.

SUPPLEMENTARY AWARD.

March 29, 1919.]

Hours of labor.—On and after March 15, 1919, eight hours shall constitute a day's work.

Overtime.—Daily overtime shall be compensated at the rate of time and one-half and Sundays and holidays at double time.

ADAM WILKINSON,
JOHN F. PERKINS,
Section.

Award in re Building Trades Employers' Association of Cleveland, Ohio, v. International Hod Carriers' Union, Building & Common Laborers' Union.

104. January 15, 1919.

MEMORANDUM TO THE BOARD.

This is a joint submission by the parties specified above and involves the class of men known as building laborers.

Previous to the controversy the men were divided into classes—namely, unskilled and semiskilled—and were receiving 40 cents and 45 cents per hour, respectively. The men asked for a flat rate of 60 cents, which was denied; and the employers offered a rate of 50 cents and 55 cents. The men went back to work on a compromise figure of 55 cents flat, pending the decision of the case by the War Labor Board.

Your section feels that no further increase is justified. Furthermore, it feels that to attempt to reduce the rate which is now being paid under the temporary agreement would undoubtedly precipitate trouble. Your section therefore recemmends the following award:

AWARD.

Rate of wages to be paid to the building trades laborers shall be the rate which is now in force—namely, 55 cents per hour.

This award shall continue in force for the duration of the war, except that on May 1; 1919, and at the expiration of each six months thereafter, either party may reopen the case for such adjustment as changed conditions may render necessary.

C. A. CROCKER,
T. M. GUERIN,
Section.

Findings in re Franklin Local Union No. 4, International Printing Pressmen's and Assistants' Union of North America v. Franklin Division of Franklin Typothetæ of Chicago.

105. September 27, 1918.

The board finds that the index of the Bureau of Labor Statistics for cost of living in Chicago, Ill., shows percentage increase since the date of the wage adjustment between the parties to this controversy in December, 1917, is 16.2 per cent and the award following is based solely upon this consideration.

AWARD.

Wages.—The wages of all members of Franklin Union No. 4 of the International Printing Pressmen's and Assistants' Union employed by the Franklin Division of the Franklin Typothetæ of Chicago shall be increased by the sum of three dollars and fifty cents ($3.50) per week.

Retroactive pay.—This award shall be retroactive to the date upon which the individual members of Franklin Union No. 4 returned to work following the submission of this case to the National War Labor Board on June 12, 1918.

Working hours.—The hours of night workers shall be forty-eight (48) per week, as at present.

Period of award.—The rates herein fixed, except as changed by minor readjustments, shall remain in force during the war; provided, however, that on the first day of February, 1919, and at the end of each six months' period thereafter, should conditions materially change, making a readjustment by this board equitable, application may be made to the board by either party.

Supervision of award.—The secretary of the National War Labor Board shall assign an examiner to supervise the execution of this award. Should a controversy arise in respect to the interpretation of the award, an appeal may be made to the board, pending which the decision of the examiner shall be enforced.

WM. H. TAFT,
FRANK P. WALSH,
Joint Chairmen.

Findings in re Employees v. New York State Railways (Rochester).

120. July 31, 1918.

The arbitrators make the following findings and award:

Wages.—The wage scale for motormen and conductors shall be:

City lines—
First three months of service, 41 cents per hour.
Next nine months of service, 43 cents per hour.
Thereafter, 45 cents per hour.
Interurban lines, 47 cents per hour.
West Shore Railroad, 50½ cents per hour.

Wages of other employees.—The wages of employees other than motormen and conductors which have been submitted to the arbitrators for fixation shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by this award; provided, however, that if this percentage increase does not bring the wage of any adult male employee up to a minimum of 42½ cents per hour, he shall be paid said minimum of 42½ cents per hour.

Interpretation of award.—For the purpose of securing a proper interpretation of the award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to this award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending the appeal the decision of the examiner shall be binding.

Effective date.—This award is to take effect as of June 15, 1918, and continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' interval, beginning February 1, 1919, for such adjustment as changed conditions may render necessary.

The company shall be allowed until September 1, 1918, to make the payment to the employees of the back pay due them under this award.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fares which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people

of the locality the pressing need for such an increase adequate to meet the added cost of operation.

This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Over capitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice, the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

ORDER IN RE INTERVENTION OF ROCHESTER & SYRACUSE RAILROAD CO. (INC.).

April 10, 1919.]

The Rochester & Syracuse Railroad Co. (Inc.), in October, 1918, filed an intervening petition in the matter of employees members of Divisions 282, 580, and 532 of the Amalgamated Association of Street & Electric Railway Employees of America *v.* the New York State Railways Co., in which case an award had already been made by this board, dated July 31, 1918.

The intervening petition recites that the Rochester & Syracuse Railroad Co., operating interurban trolley lines, enters the city of Rochester over the tracks of the New York State Railways Co.; that the Rochester & Syracuse Railroad Co. employees are members of the Brotherhood of Locomotive Engineers and the Order of Railway Conductors; that the employees of the New York State Railways Co. are members of the Amalgamated Association of Street and Electric Railway Employees of America; that there is a contract between the New York State Railways Co. and its employees members of the Amalgamated Association, under which the cars of the Rochester & Syracuse Railroad Co. entering the city of Rochester must be turned over to employees of the New York State Railways Co. at the city lines and be operated by the latter within the city limits of Rochester; that on May 1, 1918, the Amalgamated Association employees of the city lines presented an application to the War Labor Board for an increase of compensation; that no application was presented for the employees of the Rochester & Syracuse Railroad Co. but at that time this company agreed with the Commissioner Wm. L. Chambers of the United States Board of Mediation and Conciliation and with its own employees that it would establish a scale of wages upon its road similar to the scale established by the War Labor Board on the New York State Railways lines. The intervening petitioner prayed that this board would make such rulings as were necessary to permit the operation of its own cars in and out of the city of Rochester by its own employees. The New York State Railways Co. and the Amalgamated Association of Street & Electric Railway Employees of America Divisions 282, 580, and 532, were made parties to this intervention and a hearing was had. The Brotherhood of Locomotive Engineers and the Order of Railway Conductors likewise intervened and joined in the prayer of the Rochester & Syracuse Railway Co. as above set out.

At the hearing it was shown that when a car of the intervening petitioner reached the city line of Rochester, the trainmen turned it over to the employees of the New York State Railways Co. and then waited approximately one hour until the car was brought back by the said employees to the city line; that the time lost by having the crews idle equals $17,771.85 per annum.

The New York State Railways Co. appeared and joined in the request that this contract with the Amalgamated Association be set aside and that the employees of the interurban company be allowed to operate the cars of the interurban company within the city of Rochester. The city employees, members of the Amalgamated Association, appeared and objected to this board's setting aside an existing contract under which they had the right to operate within the city of Rochester the cars of the interurban company.

The existence of this contract will not preclude this board from making such an order as would properly adjust the equities in this situation when the contract itself was made in disregard of the interests of a third party not a party thereto, and without the consent of such third party whose rights are materially affected by this contract. The board can establish as a condition precedent to the continuation of the wage scale awarded to these Amalgamated Association employees of the New York State Railways Co., the abandonment by such employees of their right to operate within the city of Rochester the cars of the Rochester & Syracuse Railroad Co.

But this contract will expire on May 1, 1919. We are, therefore, not compelled to pass an order which would mean a cancellation of one of its terms in order to do substantial justice. The present practice complained of by the Rochester & Syracuse Railroad is wasteful, results in material loss, operates in the enforced idleness of employees of both these roads who could otherwise be profitably employed, and this practice therefore, in our opinion, should not be continued.

We therefore order that when this contract expires on May 1, 1919, that this term, being section 42 thereof, whereby the New York State Railways Co. is obligated to permit its own Amalgamated employees to operate the cars of the Rochester & Syracuse Railroad Co. within the city limits of Rochester, be stricken out, and that any new contract made should be without any such provision.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Findings in re Employees v. General Electric Co., Schenectady Works.

127. July 31, 1918.

Bonus as wages.—The present bonus of ten (10) per cent shall become wages.

Men's wages.—For men there shall be a horizontal increase of ten (10) per cent in day and piece rates, except in the following trades:

Steam fitters,
Carpenters,
Narrow and wide gauge men,
Painters,
Metal polishers.
Pattern makers,

who shall receive an increase of fifteen (15) per cent.

Men employed on night shifts shall receive compensation five (5) per cent higher than those employed on day shifts. In no case shall any male employee twenty-one (21) years of age or over receive less than forty-two (42) cents per hour.

Women's wages.—In all classes of employment there shall be an increase of twenty (20) per cent in the wages of all adult women, and no woman shall receive less than fifteen dollars ($15) per week.

In all cases where women perform the same work as men, their pay shall be the same.

In the case of the scrub women, a minimum wage of ten and one-half dollars ($10.50) per week for the present hours of service is granted.

Overtime.—In calculating the overtime rate for piecework, the piece rate shall be used as a basis and not the day rate. Provided that this change from former practice shall be found by the supervising examiner to be impracticable or subject to abuse, he may direct a return to former practice and fix adequate proportionate day rates upon which all overtime shall be calculated.

The clerks' case.—The complaint presented by the clerical workers was presented at such a late hour, and the evidence is so unsatisfactory, that an award will be postponed for further evidence to be taken by the examiner assigned to supervise the execution of this award.

Hours.—The evidence in this case shows that prior to the submission of this controversy to the arbitrators the employees demanded a 44-hour week, and that subsequently this demand was altered to a request for a 48-hour week. Inasmuch, however, as the women in this plant are at this time working only 48½ hours per week and the men only 50 hours, the difference is so slight that we conclude, without passing on the merits of the length of the workday, not to change it at this time, because of the very great difficulty which would be involved in applying the present wage scale to these small changes of hours.

Interpretation of award.—For the purpose of securing a proper interpretation of this award, the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to

the arbitrators making this award. Pending such appeal the decision of the examiner shall be binding.

Period of award.—This award is to take effect as of May 3, 1918, for piecework, and May 6, 1918, for daywork, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' interval, beginning February 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall have until September 15, 1918, to make the back payments of wages herein awarded.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

SUPPLEMENTAL FINDINGS.

November 22, 1918.]

CLERICAL WORKERS.

In the findings of Joint Chairmen Wm. H. Taft and Frank P. Walsh, as sole arbitrators in the case of the employees versus the General Electric Co., Schenectady Works, dated July 31, 1918, it was stated:

> The complaint presented by the clerical workers was presented at such a late hour, and the evidence is so unsatisfactory, that an award will be postponed for further evidence to be taken by the examiner assigned to supervise the execution of this award.

In accordance with this order of the joint chairmen, after due notice to the management of the plant and to the representatives of the clerical workers, a public hearing was held in the courthouse at Schenectady on August 19, 1918. The management of the plant declined to be represented at the hearing, saying that no complaint had been presented by the clerks, and merely requested the examiner to announce that the wages of the clerical workers had been raised approximately 18 per cent following the award of the arbitrators dated July 31, 1918. Subsequently, however, on October 25, the management filed with the War Labor Board a brief containing detailed statistics with reference to the wages of the clerical workers supported by affidavit of the comptroller of the company. From a technical standpoint it would be proper for the arbitrators to disregard this brief, inasmuch as it consists almost entirely of new evidence irregularly introduced without adequate opportunity for the representatives of the employees to controvert it or to cross-examine the persons in whose name it is filed with a view to establishing its accuracy and pertinence. Nevertheless, owing to the fact that the entire procedure of the board at the time this case was heard was not technical, and that the clerks were allowed to file their complaint in an informal manner, the arbitrators have deemed it advisable under all circumstances to consider all of the evidence presented by both sides and upon this evidence make the following findings:

Wages.—That there shall be a horizontal increase of 15 per cent in the wages paid all classes of male clerical workers at the date of filing the complaint in this case, and 20 per cent increase in the wages paid all classes of female clerical workers at the date of filing the complaint in this case; provided, however, that each adult female worker 18 years of age or over shall receive a minimum wage of at least $16.50 a week, and that the minimum wage of adult men workers 21 years of age or over shall be not less than $22.50 a week, the 10 per cent granted by the company as of July 31, 1918, to be used as an offset and deducted from the increase herein awarded.

Bonuses.—That all bonuses now paid by the company shall be considered wages in computing the amount of increase due each employee.

Hours of labor.—That the hours of labor shall remain as at present, but time and a half shall be paid for all overtime.

Equal pay.—That in all cases where women do the same work as men they shall receive equal pay.

Retroactive pay.—That the increase of wages under this award shall be retroactive to August 1, 1918, and in computing this back pay the increase of 10 per cent granted on July 31 shall be taken into account. The company shall have until January 1, 1919, to make the payment of back wages herein awarded.

Discrimination.—That the company is hereby directed not to discriminate in any way against any clerical worker for legitimate union activity or because of participation in this complaint.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party

to the arbitrators making this award. Pending a decision of such appeal the decision of the examiner shall be binding.

Period of award.—This award shall continue during the life of the National War Labor Board, except that either party may reopen the case before the arbitrators on May 1, 1919, and at intervals of six months thereafter, for such readjustment as changed conditions may render necessary.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

ON APPEAL FROM RULING OF EXAMINER AS TO HOURS OF NIGHT LABOR.

November 22, 1918.]

In the findings of Joint Chairmen Wm. H. Taft and Frank P. Walsh, sole arbitrators in the case of the employees versus the General Electric Co., Schenectady Works, dated July 31, 1918, it was stated:

> The evidence in this case shows that prior to the submission of this controversy to the arbitrators the employees demanded a 44-hour week, and that subsequently this demand was altered to a request for a 48-hour week. Inasmuch, however, as the women in this plant are at this time working only 48½ hours per week and the men only 50 hours, the difference is so slight that we conclude, without passing on the merits of the length of the workday, not to change it at this time, because of the very great difficulty which would be involved in applying the present wage scale to these small changes of hours.

This decision was based, as is clearly shown in the paragraph above quoted, upon an understanding upon the part of the arbitrators that the maximum hours for men were 50 hours per week. The fact is that the schedule of working hours for the night shift is 55 hours per week.

The examiner appointed to interpret this award held that the purpose and effect of this paragraph was to leave the working hours in the plant unchanged.

The Metal Trades Council of Schenectady appealed to the arbitrators under date of August 20, 1918, against this decision of the examiner, asking for a ruling that the purpose of the arbitrators in the paragraph above quoted was to fix 58 hours per week as the maximum working schedule.

This was in fact the purpose of the arbitrators, based upon their understanding and belief that 50 hours was the maximum working time for men and 48½ hours was the maximum working time for women. The interpretation of the examiner is therefore overruled, and the company is directed to change the working hours of the night shift to a schedule not to exceed 50 hours per week.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

REPORT OF COMMITTEE ON VARIOUS PLANTS OF GENERAL ELECTRIC COMPANY.

Adopted January 15, 1919.]

WASHINGTON, D. C., *January 11, 1919.*

THE NATIONAL WAR LABOR BOARD, *Washington, D. C.*

GENTLEMEN: The undersigned committee, to whom has been referred the General Electric situation for consideration and report, now make the following recommendations:

With regard to the troubles at Schenectady and Pittsfield, your committee believes that since this board has made an award for these plants, and has provided a means for adjustment of any controversies arising therein, that the recent strikes at these plants were in violation of this board's awards. However, since, due to changed conditions following the cessations of hostilities, the company's production at these plants has been necessarily curtailed with a consequent necessary curtailment of employees, and the company having expressed their willingness to continue operating under the conditions of the award of this board, we recommend that all questions concerning any alleged discriminations, either in the curtailment of forces or the restoration of employees who went on strike, be referred for consideration and decision to Examiner Stoddard, who is now engaged in the application of this board's award at Lynn, and whose services in this capacity at Schenectady and Pittsfield shall continue for the period of the war or until it may be determined his presence is no longer necessary.

That at Erie, Pa., where the company has declined to submit to the jurisdiction of the board as a conciliatory measure your board also assign an examiner, selected by the undersigned, whose duty it shall be to pass upon any alleged discriminations,

either in the laying off or restoration of employees, and who shall continue at Erie in such a mediatory capacity until withdrawn by the undersigned as a section of this board.

That at Fort Wayne, Ind., any controversy that may exist there be referred to the Secretary of Labor for action, as contemplated by an existing agreement between the company and its employees which does not expire until February 1, 1919.

That the examiners at Pittsfield, Schenectady, and Erie shall receive instructions from, and report to, the undersigned as a section of the board, and that any appeals from their decisions be referred to this section for consideration and action.

That a copy of this recommendation, if adopted, be sent to the company and to representatives of the employees at all of the plants of the General Electric Co. interested.

C. E. MICHAEL,
WM. H. JOHNSTON,
Committee.

Findings and Award in re Employees v. Midvale Steel & Ordnance Co., Nicetown, Philadelphia, Pa.

129. February 11, 1919.

In the case of the machinists and toolmakers versus the Midvale Steel & Ordnance Co. of Nicetown, Pa., which the parties in controversy jointly submitted for adjudication, the National War Labor Board orders:

Collective bargaining.—That an examiner be sent to the Nicetown plant of the Midvale Steel & Ordnance Co. to ascertain whether the present shop committees were fairly elected and whether the present system of collective bargaining provides proper means for amendment in case the employees desire to make changes in the system. If in his opinion the election of the present committee was not fair, a new election shall be held and he shall carefully observe the manner in which it is conducted to make sure that it is fairly carried out. If in his opinion the system of collective bargaining does not provide proper means for amendment, he shall report this fact to the section which had this case, and said section shall see that proper means of amendment are incorporated in the system.

The Midvale Beneficial Association.—That it shall be optional with the workers whether or not they join the Midvale Beneficial Association.

Hours of labor.—That 8 hours shall constitute a day's work.

Overtime.—That all time worked in excess of 8 hours in any regular working day shall be considered overtime and be paid for at the rate of time and one-half.

Sundays and holidays.—That all time worked on Sundays and holidays shall be paid for at the rate of double time.

Women.—That in all cases where women do the same work as men they shall receive equal pay for equal work, and that women shall not be given tasks disproportionate to their strength. No woman under 18 years of age or over shall receive less than 35 cents per hour, provided she has worked for three months in the plant.

Wages.—That the minimum hourly rates of pay for machinists and toolmakers shall be as follows:

First-class machinists and toolmakers, 80 cents.
Second-class machinists, 70 cents.
Helpers, 55 cents.
Specialists, 65 cents.

In view of the fact that this controversy arose in connection with No. 7 shop, this wage award applies only to No. 7 shop, and the minimum wages above provided shall not affect the piecework rates except in so far as they guarantee the worker his minimum wage.

Retroactive pay.—That all increases of wages and earnings herein provided for shall be retroactive to September 28, 1918. The company shall have until March 1, 1919, to make the payment of these back wages.

Administration of award.—Should a controversy arise in respect to an interpretation of the award an appeal may be made to the board, and an examiner shall be sent to assist the parties in reaching an agreement as to the proper interpretation. Should the examiner be unsuccessful in this, an appeal may be made to the board, which appeal shall operate as a stay, or otherwise, according to the rules of procedure of the board.

Duration of the award.—This award shall remain in effect until April 1, 1919.

WM. H. TAFT,
BASIL M. MANLY,
JOHN F. PERKINS,
WM. H. JOHNSTON,
Section.

Award in re Employees v. Corn Products Refining Co.

130. November 21, 1918.

This case is a joint submission for adjudication as to wages, hours of labor, and working conditions. It includes also Docket No. 166. Originally Docket No. 130 was entitled *Employees* v. *Corn Products Refining Co., Granite City, Ill.*, and Docket No. 166 was entitled *Employees* v. *Corn Products Refining Co., Argo, Ill.* At the time of the hearing a joint submission was had for all the plants of the Corn Products Refining Co., including those at Pekin, Ill., and Edgewater, N. J., as well as the two named under the Docket No. 130.

AWARD.

1. *Right to organize.*—The principles of this board recognize the right of employees to organize into trade unions and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

The company shall continue to deal with those unions with whom they have previously had trade-union agreements, and in all other cases shall deal with committees of their employees after they have been constituted.

2. *Committees.*—Committees consisting of three employees from each department shall be elected by secret ballot in such manner and place and under such conditions as the employees may determine, without influence or interference by the company or any of its superintendents or foremen, which committees after their election shall represent and be responsible to the employees of such departments in the presentation and adjustment of any grievances as to hours, wages, or working conditions.

Such grievances as may arise shall first be presented for adjustment to the head of the department involved by the departmental committee concerned. If within five days thereafter the dispute is not adjusted, the departmental committee may refer the matter in dispute to a general plant committee, to consist of five employees elected by the members of the departmental committees, to be taken up by the general plant committee with a like committee of the company or other of the company's representatives for the purpose of bringing about a settlement. In the event that the general plant committee fails to bring about an agreement on disputed questions, the matter in dispute may be referred to the National War Labor Board or to such other agency as the company or its representatives and the general plant committee may agree upon.

3. *Complaints.*—All complaints shall be made during working hours at a convenient time and place and disposed of without unnecessary delay.

4. *Eight-hour day.*—Eight hours shall constitute the basic workday and such work day shall be completed in so far as possible within a period of not more than 9 consecutive hours.

Those operations which are continuous during the 24 hours shall be conducted by three shifts of 8 hours each.

5. *Overtime and holidays.*—Overtime shall be paid for at the following rates: Time and a half for overtime after 8 hours, double time after 12 hours, and double for all the time worked on Sundays and holidays, including New Year's Day, Washington's Birthday, Independence Day, Thanksgiving Day, and Christmas Day, or the days legally celebrated in lieu thereof, except that in *continuous* operations *double time* shall not apply to Sunday work where one day off is given in seven.

There shall be no work on Labor Day with the exception of the fire protection force required by law and double time shall be paid that force.

6. *Six-day week.*—Where the operation is necessarily and generally carried on for 7 days in the week, it is imperative that provision should be made for relief gangs so that the employees in such operations may be relieved from duty on some day of the week.

7. *Luncheon period.*—Where plants are operated for three 8-hour shifts daily, employees shall be allowed 30 minutes off with pay for luncheon.

8. *Unjust discrimination forbidden.*—No employee shall be suspended, demoted, or dismissed because of trade-union membership or for legitimate trade-union activity.

In the event of its becoming necessary to decrease the force by a lay off, seniority shall be given preference. The principle of seniority shall generally prevail as to all employees in their respective departments.

No employee shall be suspended, demoted, or dismissed without just and sufficient cause. If, after proper investigation, it is found that an employee has been disciplined unjustly, he shall be reinstated with all rights and full compensation for all time lost.

Employees attending union conventions or other duties affecting themselves shall upon giving proper notice to the foreman or superintendent, be permitted to absent themselves without pay to attend to such duties. Upon their return such workers shall be reinstated into the service with all their former rights.

There shall be no discrimination against any employee or prospective employee because of creed, color, or nationality.

Employment shall be accepted proof of general competency. Statement of specific incompetency must be given a dismissed employee upon demand of himself or representative.

Employees shall not be required to join company benefit or welfare associations.

9. *Piecework.*—All questions concerning piece-rate practices and rates shall be adjusted by conference between the management and the committees contemplated in section 2.

10. *Sanitary facilities.*—The company shall furnish proper sanitary facilities in compliance with the State laws.

11. *Women in industry.*—If it shall become necessary to employ women on work ordinarily performed by men they must be allowed equal pay for equal work, and must not be allotted tasks disproportionate to their strength.

12. *Weekly pay.*—Payments shall be made weekly instead of semimonthly.

13. *Reinstatement of discharged employees.*—The electricians discharged June 13, 1918, shall be reinstated with back pay at the rate then being paid up to August 1, 1918, and thereafter at the rate fixed in this award, less the amount of the earnings of each such discharged employee since his dismissal.

14. *Award posted.*—Copies of this award and wage scale shall be printed, framed, and posted in all shops and other work places.

15. *Award retroactive.*—The wage award herein shall be retroactive to:

Granite City, June 1, 1918.
Argo, August 1, 1918.
Edgewater, August 1, 1918.
Pekin, August 1, 1918.

16. *Wages.*—In fixing the wages for this award the National War Labor Board was confronted with a task made more than ordinarily difficult by reason of the fact that the processes in the plants of the company are peculiar to that industry, and the positions in the plant are therefore not comparable to positions in other industries and plants the duties attached to which are more or less generally understood.

A study was made of the pay rolls of the company, but these failed to throw sufficient light on the problem, for the reason, principally, that their form is governed by the company's cost-account system, and it was impossible to tell from them even what rates were being paid to employees doing identical work.

In order that a foundation might be laid for an equitable wage award, a classification of the positions in the company's plants was deemed desirable, to include a grading of the positions on the basis of the duties and responsibilities attached to each.

Examiners of the National War Labor Board went into the plants of the company and made a study of the positions. No standardization of duties or titles was attempted, this obviously not being the function of the board. Since no other positions the duties and responsibilities of which are generally understood and to which this company's positions could be compared had come before the board, the effort of the examiners was to set up a measure by which to compare the company's positions to each other.

After the positions had been listed and the duties and responsibilities of each had been studied they were divided into general classes called "services," on a functional basis, the purpose being to segregate positions attached to the development of each function in the plants in order to facilitate the grading of the positions.

The services set up for this initial segregation were the following:

Corn process service.—Composed of positions having to do directly with the processes in the conversion of corn into the products manufactured by the company.

Machine line service.—Composed of positions connected with the series of machines used in manufacturing cans and in filling cans and packages with the products manufactured by the company.

Receiving, shipping, and stores service.—Composed of positions dealing with the receiving of supplies and materials, shipping of manufactured products, and the handling of stores.

Printing and lithographing service.—Composed of positions connected with printing and lithographing.

Protection service.—Composed of positions created for the protection of life or property.

Matron service.—Composed of social service positions connected with employment of girls and women.

Cleaner service.—Composed of positions involving responsibility for cleanliness of premises or utensils.

Engineman service.—Composed of positions connected with the generation and transmissions of power (other than electrical), the operation of pumps, and the maintenance of pumping and power-generating and power-transmitting machinery.

Skilled labor service.—Composed of positions in the recognized skilled trades or handicrafts, not included in the engineman and printing and lithographing services.

Labor service.—Composed of positions involving routine manual labor and which require no instruction.

Switchtrack service.—Composed of positions having to do with the laying and maintenance of switchtracks.

Within these services grades were set up, to understand which it is necessary only to define the grades in one of the services, the standards for grading being similar, although not identical, in all services. The grade definitions of the corn process service are here set out as follows:

Grade 1.—Composed of positions in the corn process service that require performance of routine tasks; not more than a few days' training; no previous experience; no exercise of independent judgment; no making of tests or keeping of records; no responsibility for the operation of machinery or apparatus or the work of others; but which may require the turning on or off of valves, switches, or power; the performance of other simple operations connected with machinery or apparatus under the detailed supervision of an immediate superior; or the starting or stopping of machinery or apparatus incidental to emergencies.

Grade 2.—Composed of positions in the corn process service that require performance of responsible tasks that can be learned in not to exceed a few weeks' training, and which may require the exercise of independent judgment; the making of simple tests; the keeping of simple records; responsibility for the operation of machinery or apparatus; direction of the work of helpers; the performance or supervision of minor operations in the processes; or the care of machinery or apparatus used in the processes.

Grade 3.—Composed of responsible positions in the corn process service that require skill; considerable intelligence; a considerable period of training; the exercise of independent judgment; the making of ordinary tests; the keeping of ordinary records; direction of work of others; the performance or supervision of major operations in the processes; responsibility for the care or operation of machinery or apparatus; or which may require responsibility for or some control of the proportions or condition of ingredients that enter into the finished product.

Grade 4.—Composed of positions in the corn process service requiring mechanical ability of a high order; and specialized knowledge of, entire familiarity with, and long experience in operating the more complicated types of machinery used in the processes.

Within these grades are two, and in some cases three, groups of positions, based on distinction between lighter and heavier tasks, more and less agreeable duties, and the like.

Grade 1 of both the machine line and the receiving, shipping, and stores services is composed of positions that are described by the definition of grade 1 in the corn process service, except that in the two services first named grade 1 is composed only of positions "that require performance of routine tasks not incompatible with the immature strength and endurance of a boy or girl of legal working age." Grade 2 in these services is therefore comparable to grade 1 in the corn process service.

On the basis of this classification, which was designed for the purposes of this wage award only, the board awards minimum wage rates as follows:

CORN PROCESS SERVICE.

Grade 1.

Group a.—$0.45 an hour, including positions found on the pay roll under the following titles:

Steam-dryer helper.
Transfer-truck helper.
Centrifugal-machine helper.
Paragol maker's helper.
Tank man's helper (hydrol).
Sugar wrapper.
Pressed sugar gang.
Drip-box man.
Loading wagons.
Repairing starch wagons.
Scraper and cleaner.
Reeling tailings.
Centrifuge helper.
Repair man shakers.

Group b.—$0.48 an hour, including positions found on the pay roll under the following titles:

Pressman.
Pressman (cylinder).
Press-runner's helper.
Press dumper.
Filling hydraulic presses.
Foots distributor.
Squeezer.
Germ expeller.
Sulphur furnace.
Pumps.
Hopper man.
Paddler.
Conveyor helper.
Flusher.
Tankman-s hleper (shaker-man).
Bone black bucket man.
Bone black filter helper.
Bone black filter puller.
Crusting kiln man.
Sugar dissolver.
Loading machines.
Wagon dumper.
Corn cleaner.
Acid man.
Washing shakers.
Washing reels.
Carrier belts.
Assistant sirup mixer's helper.
Repairing reels.
Grate.
Opening cylinders.
Cylinders to and from presses.
Washing-machine man.
Amylin mill and separator helper.
Transfer truck and breaker helper.
Steep helper.
Bauer-separator helper.
Finishing-kiln helper.

Grade 2.

Group a.—$0.51 an hour, including positions found on the pay roll under the following titles:

Conveyor man.
Tank man.
Light steepwater measuring tank.
Retabling pumps.
Settler (top and bottom).
Shaker man.
Shakers and reels.
Press runner.
Filter-press operator.
Change-cock man (sugar press).
Miller (starch grinding).
Autoclave operator.
Tipple.
Breaker.
Cutting-machine man.
Transfer-truck operator.
Amylin rolls man.
Starch-breaker man.
Steepwater.
Soapmaker's assistant.
Liquor-pump man.
Mill-tub man.
Steep man.

Group b.—$0.55 an hour, including positions found on the pay roll under the following titles:

Foos mills and feed reels.
Shovel-machine operator.
Change cocks (cylinder press.)
Finishing-kiln tender.
Tank handler (hydrol).
Cooler man.
Reel and cooler operator.
Steam dryer.
Sugar dryer.
Vacuum-pan man.
Germ separator.
Moisture and slop expellers and reels.
Head flusher.
Pope mills (pressed lump starch).
Cooker (pressed lump starch).
Oil-expeller helper.
Top steep man.
Steep and sulphur man.
Corn weigher.

Grade 3.

Group a.—$0.60 an hour, including positions found on the pay roll under the following titles:

Light-pan man.
Neutralizer man.
Bone black filter man.
Head miller (starch grinding).
Acidifying man.
Paragol maker.
Centrifugal-machine man.
Bauer separator.
Centrifugal-machine man.
Steepwater-pan man.
Soapmaker.
Wet-corn mills (Granite City).

Group b.—$0.65 an hour, including positions found on the pay roll under the following titles:

Converter man.
Heavy-pan man.
Dextrine cooker.
Tank man.
Oil-expeller operator.
Steep runner.
Jelly cooker.
Bottom-steep man.
Sirup mixer (Granite City).

Grade 4.

$0.70 an hour, including positions found on the pay roll under the following titles:

Head oil expeller (Granite City).
Oil expeller repair man.

MACHINE LINE SERVICE.

Grade 1.

Group a.—$0.35 an hour, including positions found on the pay roll under the following titles:

Oil and sirup filling machine hand.
Label perforator.
Jelly glass filling hand.
Can making and conveying machine hand.
Beginners on single cut tin presses.
Jelly labeling machine hand.
Floater helper.
Rag-press feeder.
Hand-wrapper beginner.

Group b.—$0.39 an hour, including positions found on the pay roll under the following titles:

Wrapping-machine feeder.
Hand wrapper.
Solder-pot hands.
Weight inspector.
Single cut tin press feeder.
Heading-machine tender.
Tester (friction).
Flanger and beading machine feeder.
Double seamer tender (pint and quart cans).
Capper (friction).
End feeder.
Bale forming machine feeder.
Label-machine feeder.
Jelly-filling machine operator.
Jelly labeling machine operator.
Starch filling machine feeder.
Solder-machine hand.

Group c.—$0.41 an hour, including positions found on the pay roll under the following titles:

Can solderers.
Fast single cut press feeders.
Fast hand wrappers.

Grade 2.

Group a.—$0.45 an hour, including positions found on the pay roll under the following titles:

Beginners on gang tin presses.
Trimmer feeder.
Flanger feeder.
Square shear, notching press and curling.
Hand sirup and oil filling machines.
Oil filling machine hands.
Bumping and forming press feeder.

Group b.—$0.49 an hour, including positions found on the pay roll under the following titles:

Slitter feeder.
Gang-press feeder.
Body-machine tender.
Filling 5-gallon oil.
2½-pound H. in C. machine operator.
Double-seamer tender.

Group c.—$0.53 an hour, including positions found on the pay roll under the following title:

Fast gang press feeder.

Grade 3.

Group a.—$0.55 an hour, including positions found on the pay roll under the following titles:

Oil and sirup filling machine operator.
Die setter.
Valve man (Granite City).
Valve-man's helper.
Tester-maintenance man.
Starch filling machine man.

Group b.—$0.60 an hour, including positions found on the pay roll under the following titles:

Head operator on wrapping machines.
Floater man.
Assistant foreman and sirup mixer.

Grade 4.

$0.65 an hour, including positions found on the pay roll under the following titles:

Mechanic (starch filling machines).
Assistant floater foreman.
Assistant mazola foreman.
Assistant seamer foreman.
Head die setter.

NOTE.—In this service where piecework rates prevail, the minimum piecework rates shall be revised by agreement between the company and the shop committees in accordance with the minimum hour rates herein fixed. Standards to determine "fast" feeders and wrappers in group *c* of grades 1 and 2 shall be set by agreement between the company and the shop committees.

RECEIVING, SHIPPING, AND STORES SERVICE

Grade 1.

Group a.—$0.35 an hour, including positions found on the pay roll under the following titles:

Container sealer, light.
Container packer, light.
Jelly-pail filler hand.
Can-warehouse hand.
Stenciler.

Group b.—$0.38 an hour, including positions found on the pay roll under the following title:

Cloth sewing machine operator.

Grade 2.

Group a.—$0.45 an hour, including positions found on the pay roll under the following titles:

Container sealer, heavy.
Container packer, heavy.
Box packer.
Box strapper.
Stenciler (dextrine).
Hand sewer (bags).
Electric-tractor operator.
Drawer.

Group b.—$0.49 an hour, including positions found on the pay roll under the following titles:

Barrel trimmer.
Hoop driver.
Cloth stretcher and cutter.
Checker on piecework.
Checking loaders.
Weigher.
Tin-plate vault foreman's helper.
Warehouseman.
Bag-filling machine.
Nailing-machine operator.
Car bracer.

Grade 3.

Group a.—$0.52 an hour, including positions found on the pay roll under the following titles:

Supply man (dry starch—Argo).
Corn shoveler.
Supply man.
Packing boss.

Group b.—0.55 an hour, including positions found on the pay roll under the following title:

Car checker.

LABOR SERVICE.

Grade 1.

Group a.—$0.45 an hour, including positions found on the pay roll under the following titles:

Packing gang.
Laborer.
General-labor gang.
Yard laborer.
Bag sorter.
Scrap cutter.
Unloading and handling gang.
Supply gang.
Supply man.
Supply man, tops and bottoms.
Trucker.
General laborer.
Reconditioning.
Loading.
Loading and unloading gang.
Loader.
Auto-truck helper.
Sweeper.
Cleaner.
Miscellaneous cleaning.
Washer and scraper.
Serving-box covers.
Tin-plate cleaner.
Starch dumper.
Scraping cylinders.

Group b.—$0.48 an hour, including positions found on the pay roll under the following titles:

Supplies to presses.
Wagons to and from kilns.
Roll man.
Mechanical gang.

Group c.—$0.50 an hour, including positions found on the pay roll under the following titles:

Starch shoveler.
Supply gang boss.
Gang boss (sirup house).
Yard boss.
Bag sorter boss.
Boss of unloading and handling gang.

Grade 2.

$0.55 an hour, including positions found on the pay roll under the following titles:

Assistant foreman, general-labor gang.
Assistant yard foreman.

SKILLED LABOR SERVICE.

Employees in the skilled labor service employed (1) at Argo and Pekin are to be paid the recognized prevailing wage rates for similar service in the city of Chicago; (2) at Granite City, the recognized prevailing wage rates for similar service in the city of St. Louis; and (3) at Edgewater, the recognized prevailing wage rates for similar service in the city of New York.

The positions in this service may be found on the pay roll under the following titles:

Blacksmith's helper.
Bricklayer's helper.
Carpenter's helper.
Coppersmith's helper.
Electric craneman's helper.
Galvanizer's helper.
Machinist's apprentice.
Machinist's helper.
Painter's helper.
Pipe-coverer's helper.
Solder-maker's helper.
Steamfitter's helper.
Tinsmith's helper.
General machinery repair helper.
Millwright's helper.
Electrician's helper.
Brick-mason repair man.
Beltman.
Blacksmith.
Bricklayer.
Carpenter.
Cooper.
Chauffeur.
Chauffeur (auto-truck driver).
Coppersmith.
Electric-crane operator.
Freight-elevator operator.
Electrician.
Galvanizer.
General machinery repair man.
Machinist.
Millwright.
Motor cleaner.
Motor tender.
Painter.
Pipe coverer.
Plumber.
Solder maker.
Steamfitter.
Stonecutter.
Stone dresser.
Switchboard tender.
Teamster.
Tinsmith.
Drill-press hand.
Milling-machine hand.
Tool-room hand.
Pipe-machine operator.
Die maker.
Tinner.
Electric welder.
Boiler maker.
Box maker.

PRINTING AND LITHOGRAPHING SERVICE.

Employees in the printing and lithographing service at Argo are to be paid the recognized prevailing wage rates for similar service in the city of Chicago.

The positions in this service may be found on the pay roll under the following titles:

Gordon feeder.
Gluing-machine operator.
Stitching-machine operator.
Bander.
Bindery hand.
Carton picker.
Flier, lithographing plant.
Lithographing-press feeder.
Thompson feeder.
Cottrell feeder.
Cottrell helper.
Miehle feeder.
Miehle helper.
Stock piler on press-feeding machine.
Paper jogger.
Oven tender and stacker, lithographing plant.
Apprentice lithograph pressman.
Paper baler.
Coating man, lithographing plant.
Gordon pressman.
Cottrell pressman.
Miehle pressman.
Dexter operator.
Folding-machine operator.
Paper cutter.
Compositor.
Lithographing pressman.
Press foreman.

ENGINEMAN SERVICE.

Employees in the engineman service employed (1) at Argo and Pekin are to be paid the recognized prevailing wage rates for similar service in the city of Chicago; (2) at Granite City the recognized prevailing wage rates for similar service in the city of St. Louis, and (3) at Edgewater the recognized prevailing wage rates for similar service in the city of New York.

The positions in this service may be found on the pay roll under the following titles:

Sampling coal.
Pump man.
Shoveling coal.
Ashman.
McMyler crane helper.
Oiler.
Atlas-dryer helper.
Water-softener helper.
Bone-kiln helper.
Flue blower.
Boiler cleaner.
Boiler repairer.
Fireman.
Water tender.
Bone-kiln fireman.
Water softener.
Atlas dryer.
McMyler crane man.
Engineer (engine room).
Kilns and filter engineer.

PROTECTION SERVICE.

Patrolman	$4.50 a day
Night watchman	4.50 a day
Fireman	5.00 a day

MATRON SERVICE.

Matron	$26 a week

CLEANER SERVICE.

Apparatus washer	$0.35 an hour
Porter	.45 an hour
Janitor	.50 an hour

SWITCHBACK SERVICE.

Track laborer	$0.45 an hour
Track walker	.48 an hour
Assistant track foreman	.50 an hour

17. *No wage reduction.*—This award shall not operate to reduce the earnings of any employee as of the dates to which it is made retroactive.

18. *Period of the award.*—The award shall be effective for the duration of the war except that either party may reopen the case before the section at periods of six months' interval, beginning May 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until December 21, 1918, to make payments to its employees of back pay due them under this award.

19. *Interpretation of award.*—For the purpose of securing a proper interpretation of this award, upon application of either party the secretary of the National War Labor Board shall appoint an administrator, who shall hear any differences arising between the parties in respect to the award and shall promptly render his decision, from which an appeal may be taken by either party to the section making this award. Pending such appeal the decision of the administrator shall be enforced, except in cases where it involves directly or indirectly the payment of wages.

Prevailing rates.—For the purpose of ascertaining the recognized prevailing wage scales in the cities named in this award an administrator shall be designated by the secretary, who, together with one representative of the employees and one of the company, shall determine such scales.

C. E. MICHAEL,
MATTHEW WOLL,
Section.

INTERPRETATION OF CERTAIN POINTS OF AWARD OF NOVEMBER 21, 1918.

March 25, 1919.]

The superintendent of the Granite City plant having asked for an interpretation of the rates for positions in the protection service and matron service, on the point of whether the day and week rates named therein apply only for an eight-hour day, therefore—

I, Robert M. Buck, examiner assigned to administer the award, do hereby interpret the said rates for positions in the protection and matron services, with reference to hours of work, as follows:

The rates fixed for watchmen, patrolmen, and firemen contemplated an increase for a day's earnings as indicated by the difference between the rates being paid by the company prior to the award and the rates named in the award. Therefore, reduction to an eight-hour day was not contemplated, and the award does not compel any change in the working hours for these positions.

The case of matron is similar, the nature of the position being such that it would be difficult to invariably confine it to the same hours each day, and a week rate having been set, the award does not compel an eight-hour day in the case of matrons.

ROBERT M. BUCK,
Examiner assigned to administer the award.

Examiner Buck's rulings as above indicated are hereby sustained.

MATTHEW WOLL,
C. E. MICHAEL,
Section.

RULINGS OF EXAMINERS.

Sam Evans, examiner assigned by the secretary to administer the award, announces for the National War Labor Board the following rulings and interpretations of the Corn Products Refining Co. award, for the guidance of all concerned:

Examiner's Ruling No. 13.[10] [Issued by Examiner Robert M. Buck.]

The company is required to employ three shifts of engineers in the power house at Pekin, Ill. *This ruling is superseded by Examiner's Ruling No. 19.*

Examiner's Ruling No. 14. [Issued by Examiner Robert M. Buck.]

Under section 13 the two men in question (referring to two of the electricians discharged at Argo and reinstated by the award) are entitled to receive back pay only as helpers and must be paid at the rate received by them when discharged up to August 1, 1918, and at the rate provided in the award for electrician helpers for the period thereafter and the company can not be compelled to pay them the electrician rate either in back pay or in current wages.

Examiner's Ruling No. 15. [Issued by Examiner Robert M. Buck.]

Under section 19 of the award the examiner assigned by the secretary to administer the award has authority, upon application by either party, to hear and decide any case arising from the discharge of an employee wherein there is complaint of alleged violation of the award, subject to appeal by either party to the section of the War Labor Board which prepared the award.

[10] Rulings 1–12 were never published.

Also the following rulings issued by Examiner Sam Evans:

Examiner's Ruling No. 16.

The Pekin, Ill., plant of the Corn Products Refining Co. shall be divide into departments for the purpose of election of shop committees, under section 2 of the award, as follows:

Department 1—Grain elevator, mill house, and steep house.
Department 2—Tabling and retabling departments.
Department 3—Feed house, feed house packing, and oil system.
Department 4—Refinery, bone kiln house, S. C. U. coolers and warehouse, Mazam department.
Department 5—Mechanical departments and workers.
Department 6—Supply departments, railroad, yards, miscellaneous.
Department 7—Dry starch kilns and dry starch packing departments.

Examiner's Ruling No. 17.

All complaints as to back pay due under the award must be presented by the employees of the respective plants to the general plant committee at each plant on dates as follows: Edgewater, February 19, 1919; Pekin, February 22, 1919; Granite City, February 22, 1919; and Argo, February 22, 1919.

This ruling is intended to apply only to those workers who have received back pay. For those workers who have not yet received back pay, the following will apply: They must make complaint as to correctness of back pay within 10 days after receipt of pay check. The company will cause a notice to this effect to be delivered with each pay check, setting forth that such complaint must be filed with the general plant committee within 10 days after receipt of check and that failure to file such complaint is an admission by the worker that the amount of the check is full payment for all pay due under the award for the time covered by the check.

Examiner's Ruling No. 18.

The superintendent of the Edgewater, N. J., plant of the Corn Products Refining Co. and the general plant committee representing the employees of that plant, having agreed to insert certain new positions into the classification in the award, the award is modified by agreement as hereinbefore stated, by the addition to the classification of the following positions, found at the Edgewater plant only:

CORN PROCESS SERVICE.

Grade 1.

Group a.—$0.45 an hour.
Sugar rolls.
Sugar stripper.
Pan sugar gang.
Autoclave helper.
Refiner and tester helper.
Repairing trays.

Group b.—$0.48 an hour.
Wet gluten mill.
Feed curing room.
Dryer greaser.
Germ conveyor.

Grade 2.

Group b.—$0.55 an hour, wet starch process pump operator.

Grade 3.

Group b.—$0.65 an hour.
Invoice corn weigher and distributor.

Group b.—$0.65 an hour.
Oil refiner and tester.
Corn miller.

RECEIVING, SHIPPING, AND STORES SERVICE.

Grade 1.

Group a.—$0.35 an hour, elevator boy.

Grade 2.

Group a.—$0.45 an hour,
Scale watchman.

Group b.—$0.49 an hour.
Bag-sewing machine operator.

Grade 3.

Group b.—$0.55 an hour, marine leg operator.

LABOR SERVICE.

Group a.—$0.45 an hour.
Barrel roller.
Hoop driver laborer.
Barrel puncher.
Feed shoveler.
Ditch cleaners.
Hydrant and filling fire pails.

Group b.—$0.48 an hour.
Cart driver.

Croup c.—$0.50 an hour.
Shipping gang boss.

SKILLED LABOR SERVICE.

Motor tender, 65 cents an hour.
Hoisting engineer, 71 cents an hour.
Coppersmith and head metal worker, 80 cents an hour.
Shafting oilers, 54 cents an hour.
Baffel man, 48 cents an hour.
Concrete man, 70 cents an hour.

It is agreed that the rate set in skilled labor service for "oilers, power house," of 63 cents per hour refers to head oilers in the power house. And it is also agreed that "other oilers, 60 cents per hour" means other oilers in the power house.

Examiner's Ruling No. 19.

The Corn Products Refining Co. having announced its intention of appealing to the National War Labor Board from the ruling of Examiner Robert M. Buck (No. 13, dated Jan. 6, 1919), in which the company is required to employ three shifts of engineers in the engine room at the Pekin plant, and the plant committee having conducted an investigation of the status of these engineers for the purpose of meeting the proposed appeal, and having arrived at the unanimous conclusion that the engineers at Pekin are foremen, and as such not subject to the award of the National War Labor Board, which conclusion is set forth in a letter to me, I rule that engineers at Pekin are foremen and as such are not subject to the award of the National War Labor Board. The company is not required to operate the engine room at Pekin with three shifts of engineers. The company is held blameless of the implied accusation in Ruling No. 13 that it was attempting to avoid application of the award by concealing rates or by deceptive titles.

Examiner's Ruling No. 20.

William Kessler was properly rated as an electrician middleman at 60 cents per hour, and he was not entitled to be rated as an electrician on August 1, 1918.

Examiner's Ruling No. 21.

Operations conducted by two shifts a day are not continuous operations within the meaning of the award, and workers in those operations are not entitled to lunch on the company's time.

Examiner's Ruling No. 22.

The superintendent of the Pekin, Ill., plant of the Corn Products Refining Co. and the general plant committee representing the workers of that plant, having unanimously agreed to insert certain new titles into the classification in the award and to modify the award with reference to starch shovelers providing that the new rate set for starch shovelers is not to be retroactive, the award is modified by agreement as hereinbefore stated by the addition to the classification in the award of the following positions:

CORN PROCESS SERVICE.

Grade 1.

Group b.—$0.48 an hour, germ conveyor.

Grade 3.

Group b.—$0.65 an hour, corn miller.

LABOR SERVICE.

Group a.—$0.45 an hour.
Barrel roller.
Barrel puncher.
Feed shoveler.

Group d.—$0.60 an hour.
Starch shovelers (Pekin only).

Examiner's Ruling No. 23.

The award does not make mention of sample carriers, and such sample carriers are not considered under the award in any way. The position "sample man" mentioned in the award in the receiving, shipping, and stores service, grade 3, group *a*, rated at 52 cents per hour, is a position in the feed-sacking department at Argo only, and is not found at any other plant and does not refer to the sample carriers. Therefore, sample carriers are not properly included in any "department" of any plant for the purpose of electing shop committees, and have no representative committees and can not be represented by any shop committee or by the general plant committee. These are workers who were not mentioned in the award, as in the case of clerical help and other laboratory workers.

Examiner's Ruling No. 24.

Several questions having come up as to the meaning and practical operation of the award in the above case entitled Employees *versus* Corn Products Refining Co., a meeting was held at Chicago March 27 and 28, 1919, attended by the following superintendents of the four plants of the Corn Products Refining Co.: F. M. Sayre, Argo; Charles Ebert, representing Edgewater; H. B. Lawton, Pekin; and J. W. Pfeiffer, Granite City; and the following members of the general plant committees at each of the four plants: Jos. Banas, Argo; Charles Christiansen, Edgewater; John Oltman, Pekin; and Tony Otto, Granite City. Each plant committeeman presented a resolution from his general plant committee authorizing him to act as spokesman for his committee and to sign any agreement entered into. A full and free discussion was held of the various questions, and an unanimous agreement was reached as to all matters. I was requested by the four superintendents and the four plant committeemen to promulgate the agreement as an official interpretation of the award.

Now therefore I, Sam Evans, assigned by the secretary to administer the award, do hereby promulgate the unanimous agreement as an official interpretation of the administrator of the National War Labor Board, as follows:

Committees.—All shop committees now in existence at the four plants shall hold office up to December 10, 1919, and thereafter until their successors are elected and qualified, subject to the recall as hereinafter provided. The general plant committee at each plant shall hold office until December 15, 1919, and thereafter until its successors have been elected and qualified, subject to the recall as hereinafter provided.

Each member of each shop committee and of each general plant committee shall immediately choose an alternate. Such alternates shall serve as members of committees with full powers and duties as such committee members during such times as regular members of committees are incapacitated for service for any reason, and when serving as committee members the acts of such alternates shall be of as full force and effect as the acts of regular members of the committees.

On December 10, 1919, the employees in each department shall elect, by secret ballot, without let or interference by the company or any of its foremen, a new shop committee of three workers and three alternates. Each worker shall write upon his ballot the names of not more than six workers in his department, but no ballot shall be void because it contains fewer than six names. The ballots shall be counted and the names set down in the order of preference indicated by the vote. The three workers receiving the greatest number of votes shall be declared elected as shop committeemen. The worker receiving the fourth highest number of votes shall be alternate to committeeman No. 1, the worker receiving the fifth highest number of votes shall be alternate to committeeman No. 2, and the worker receiving the sixth highest number of votes shall be alternate to committeeman No. 3. One member of the shop committee shall act as chairman of the workers in that department and another member of the shop committee shall act as secretary. The secretary shall keep a record of all questions settled by the shop committee, and shall have charge of the seniority lists hereinafter provided. Such records and lists shall at all times be open to inspection by the workers in the plant. In the event of an entire department being shut down, the shop committee for that department shall immediately deposit with the general plant committee all of its lists and records for safekeeping. Such lists and records are to be returned by the general plant committee to the shop committee for that department upon resumption of work in that department.

During a period of temporary shutdown of a department the shop committee for that department shall represent the workers who are thus temporarily laid off, and shall have the right to vote on all questions which are to be acted on by common action of all shop committees.

No person shall serve as a member of a shop committee or as an alternate unless actually in the employ of the company, except in the case of a temporary shutdown of an entire department as provided above. In the event that a member of a shop

committee shall be incapacitated for service by reason of being temporarily laid off, his alternate shall act for him. Whenever such lay off operates to reduce the total number of committeemen and alternates in any department to less than six, the general plant committee shall appoint alternates to fill out the number.

On December 15, 1919, all the shop committees at each plant shall hold an election and select a general plant committee of five committeemen and five alternates under the procedure outlined above for the election of shop committees.

No person shall be a member of a general plant committee unless actually in the employ of the company, but this shall not operate to prevent members of general plant committees at present not in the employ of the company from selecting alternates to act for them as outlined above. Whenever the total number of general plant committeemen and alternates shall be reduced below the number of 10, the general plant committee shall appoint alternates to fill out the number and to serve until regular committeemen or alternates are able to resume their duties.

Whenever any member of any shop committee shall sever his connection with the company or be dismissed for just and sufficient cause or be permanently transferred from the department represented by that committee, the workers in that department shall elect his successor.

Whenever a member of the general plant committee shall sever his connection with the company or be dismissed, for just and sufficient cause, all the shop committees shall elect his successor.

The workers in any department may recall members of shop committees and alternates at any meeting by a majority vote of all the workers at that time employed in the department, provided that one week's notice shall be given of such election. The chairman of the department shall have the right to call a meeting of workers in that department at any time and must call a meeting on written demand of 25 per cent of the workers in that department.

The shop committees shall have the right to recall members of the general plant committee and alternates at any time by a majority vote of all shop committeemen, provided that one week's notice is given of such election.

There shall be elections in each department on December 10 of each year for the purpose of electing shop committees and alternates. There shall be elections on December 15 of each year, held by all the shop committees, for the purpose of electing members of the general plant committee and alternates, as outlined above. No shop committeemen or alternate shall serve beyond December 10 of each year without reelection, and no general plant committeeman or alternate shall serve beyond December 15 of each year without reelection.

Holidays.—Beginning with the calendar year 1920, Memorial Day shall be substituted for Washington's Birthday in the list of holidays mentioned in the award.

Overtime.—When workers are required to work more than 8 hours in any 24, they can not claim overtime for such work unless they have worked more than 24 hours in a period of 72 consecutive hours; except that workers must be paid overtime for all time in excess of 8 consecutive hours.

Sunday starts at that hour after midnight Saturday night when No. 1 shift starts work and ends 24 hours thereafter. When men are asked to start work after midnight Sunday at an earlier hour than the starting time for the No. 1 shift of the job on which they are employed, they can not claim overtime if they are not required to work more than 8 consecutive hours.

Plant discipline.—No employee shall be suspended, demoted, or dismissed except he be given a written statement of the reasons for such suspension, demotion, or dismissal, provided that foremen at all times shall have the authority to lay off men pending investigation of charges against them. Final action on such charges shall be joint action of the foreman and shop committee of the department involved, and written statements, as provided above, must be signed by at least two members of the shop committee for that department. Where shop committees and foremen are unable to agree, the matter should be referred to the general plant committee, as provided elsewhere in the award, and the signatures of at least three members of the general plant committee shall bind the committee in such cases.

Under the direction of shop committees and of the general plant committee, the workers in each plant undertake to maintain discipline among themselves. Shop committees may prefer charges against a fellow worker for infraction of discipline, and in such cases, where workers are dismissed from the employ of the company upon charges originally brought by committees, the company shall not reemploy such workers without the consent of the general plant committee; and whenever the general plant committee recommends the reemployment of such workers it shall hold itself responsible for their conduct on their jobs. The company agrees not to reemploy any men who have gone on strike in violation of the workers' pledge to the National War

Labor Board after August 1, 1918, unless the general plant committee of the plant concerned shall recommend the reinstatement of such workers and undertake to be responsibile for their future reliability.

Six-day week.—An examination of the working records of the Corn Products Refining Co. for a period of five years prior to the war has convinced all parties that there is no operation in any plant in this company that is "necessarily and generally carried on for seven days in the week." Therefore the company is not required to provide relief gangs. Every worker who works on Sunday shall be paid double time for his work.

Seniority.—In the event that it becomes necessary to decrease the force by a layoff, seniority shall be given preference, ability to perform the job being equal. The principle of seniority shall generally prevail as to employees on each job and in each department and throughout the plant, it being understood that a transfer of an employee from one department to another does not cause him to surrender his seniority rights in the jobs in the department from which he was transferred. In general, the following classes of workers shall have seniority over all others, in the order named: (1) Former employees of the company who have families or others entirely dependent upon their earnings and who were enlisted in the Army, Navy, Marine Corps, or other fighting forces of the United States in time of war. (2) Wives or other dependents of workers in class 1 who have no source of income other than their earning power. (3) Employees with families or other dependents and without income sufficient for their support other than their wages. (4) Former employees of the company without dependents and without income other than their earning power and who were enlisted in the Army, Navy, Marine Corps, or other fighting forces of the United States in time of war. (5) Employees without dependents and without source of income other than their wages.

The shop committees herein provided shall, with the assistance of the company, make up as soon as practicable seniority lists covering each job in the plant, having due regard to the principles outlined above and setting down in the order of their service all workers who have held each job, together with the date they entered upon the duties of such job and the date they were transferred to another job. After they are made, such lists shall govern temporary reductions in the force, it being understood that each worker shall have an opportunity to be demoted from one job to another in the order in which he stands on the seniority list for each job. The acceptance of such jobs shall be at the option of the worker, and no worker who elects to seek work elsewhere during the period of such temporary reduction in the force shall be deemed to have sacrificed his seniority rights in the job he held at the time of such reduction in the force, and any worker who elects to refuse such lower jobs as are offered him shall be deemed to have sacrificed his seniority rights in such jobs refused for the period of the layoff only.

Workers who are temporarily laid off shall leave their addresses with the company and with the general plant committee, and when their jobs are open for them again the company and the general plant committee shall send notices to such workers that their jobs will be ready for them at an appointed time. If workers do not respond to such notices within a reasonable time, they shall be deemed to have severed their connection with the company and to have surrendered all seniority rights in all jobs.

Workers who quit the employ of the company or who are dismissed for just and sufficient cause shall be deemed to have surrendered all seniority rights in all jobs.

Each foreman shall have a true copy of seniority lists for all jobs in his department. In the event of an entire department being laid off, the seniority lists in the possession of the shop committee for the department, together with all other records of that committee, shall be deposited with the general plant committee for safe-keeping, and all such lists and records shall be returned by the general plant committee to the shop committee for that department upon resumption of work.

Pending the preparation of the seniority lists herein provided, shop committees (or the general plant committee when necessary) shall settle questions of seniority by agreement with the company, each case to be settled on its merits as it appears just and right to committees and company representatives, but such settlements shall not operate to create precedent of greater authority than the seniority lists later agreed upon, and where the lists later show that errors have been made, workers who have been laid off or demoted through error shall have the right to regain the jobs to which the seniority lists show they are entitled, and other workers who have been retained through errors must give way. In such cases, however, no demoted or displaced worker is entitled to any back pay by reason of such error.

Rules of discipline.—As soon as practicable the general plant committee of each plant will meet with the superintendent and draw up a set of rules the violation of any of which will lead to the suspension, demotion, or dismissal of an employee. Such rules shall be posted with the award.

The above interpretation is agreed to by company and workers for each plant as follows:

Argo plant—
F. M. Sayre, general superintendent.
Joseph Banas, general plant committee.
Pekin plant—
H. B. Lawton, general superintendent.
John H. Oltman, general plant committee.
Granite City—
J. W. Pfeiffer, general superintendent.
Tony Otto, general plant committee.
Edgewater plant—
H. T. Middleton, p. Chas. Ebert, general superintendent.
Chas. Christiansen, general plant committee.

Examiner's Ruling No. 25.

Watchmen at all plants are in an operation that is necessarily carried on for seven days in the week, and as such they are subject to the ruling of the original award and are not subject to the ruling made in examiner's ruling No. 24. Where watchmen are given a regular day off each week they are not entitled to double time for Sundays. The company is required to give each watchman a regular day off each week and to pay double time to watchmen required to work on the days assigned to them as "days off."

Examiner's Ruling No. 26.

(*a*) The award is not retroactive except as to back pay, and no other clause of the award is effective prior to November 21, 1918, the day the award was promulgated by the National War Labor Board.

(*b*) The company is not required to reinstate Fuller on the pay roll or to give him a position in the plant.

(*c*) [*This is a recommendation, not a ruling.*]

(*d*) No proceedings for reinstatement of suspended, demoted, or dismissed employees can be brought unless such suspension, demotion, or dismissal was after November 21, 1918, except as provided for in examiner's ruling No. 24.

(*e*) In view of the fact that the Chicago agreement promulgated as examiner's ruling No. 24 provided that after March 28, 1919, no employee shall stand suspended, demoted, or dismissed until after his shop committee or the general plant committee, as the case may be, shall have passed on the merits of the charge against him, and that this procedure effectually prevents proceedings for reinstatement by providing another method of dealing with such cases, and in view of the fact that company officials have already agreed to the recommendation in (*c*) above and in view of the fact that there ought to be some time limit during which employees can claim reinstatement, I rule that no proceedings for reinstatement of employees who claim to have been suspended, demoted, or dismissed without just and sufficient cause can be brought after May 15, 1919, except such proceedings as are brought in accordance with examiner's ruling No. 24.

(*f*) This ruling shall be effective from date unless either the company or one of the plant committees wish to appeal from it to the National War Labor Board. If such appeal is taken, it must be filed with the National War Labor Board in Washington, D. C., not later than May 5, 1919.

Examiner's Ruling No. 27.

The superintendent of the Argo plant of the Corn Products Refining Co. and the general plant committee, representing the workers of the plant, having unanimously agreed to insert certain new titles into the classification in the award, the award is modified by agreement as hereinbefore stated by the addition to the classification of the following positions:

CORN PROCESS SERVICE.

Grade 2.

Group a.—$0.51 per hour, sulphur furnace and pump man.

RECEIVING, SHIPPING, AND STORES SERVICE.

Grade 3.

Group b.—$0.55 per hour, supply and stock man.

Examiner's Ruling No. 28.

Raising the rates of some workers without raising the rates of others could easily be used by the company as a means of discrimination. The award sets up a classification of workers, and sets rates for them. The company is not permitted to raise or lower the rates set in the award, except by specific authorization of the National War Labor Board or its duly authorized examiner.

Examiner's Ruling No. 29.

The general plant committee at each plant of the Corn Products Refining Co. shall certify to the chief examiner of the National War Labor Board at Washington, D. C., not later than May 1, 1919, a complete and correct list of all shop committees, plant committees, and alternates as provided by the award and rulings made under it. Also, that whenever changes are made in the personnel of any committee, the general plant committee shall issue the new committeeman or alternate a certificate of election setting forth the name of the committeeman or alternate replaced by the new member, and that a correct copy of such certificate of election shall be filed with the company and also sent to the chief examiner of the National War Labor Board at Washington forthwith.

SAM EVANS,
Examiner assigned by the secretary to administer the award.

Findings in re Employees v. Employers in Munition and Related Trades, Bridgeport, Conn.[11]

132. August 28, 1918.

In the case of the employees versus the employers in the city of Bridgeport, Conn.

The Bridgeport controversy was originally concerned solely with the machinists. Later, by the action of the board in assuming jurisdiction, the case was extended to include practically all the workers in the munition and related trades in Bridgeport. The major portion of the hearings was devoted to a discussion of the machinists' grievances. Some few other trades appeared and presented formal statements of grievances, but a large number of the employees had no representation at all or did not have their cases presented.

The controversy was so exhaustively investigated by the chairmen and members of the National War Labor Board that a vast amount of evidence and exhibits has been made available bearing directly or indirectly upon the questions at issue. From the hearings attended by the umpire it would appear that on certain questions and methods both sides are in substantial accord, but are deadlocked on the following:

The 8-hour workday.

Classification of trade and minimum wage.

Although certain definite principles and policies have been laid down for the functioning of the National War Labor Board, governing the relation between workers and employers in war industries for the duration of the war, it must be recognized that the war needs of the country must have the first consideration both by employer and employee, and that in this time of stress it is the duty of each to rigidly adhere to those rules and principles which master minds have created for our guidance in all labor controversies during the period of the war.

The records show that the Council of National Defense, the War Department, and the American Federation of Labor have at various times since April, 1917, issued statements which indicate that what is generally known as the "open shop" shall not be discriminated against by the "closed shop" during the period of the war, and that both shall work harmoniously together for the common weal to the end that the war may be brought to a successful conclusion.

During the last year various labor controversies have occurred, the solution of which has indicated a departure from the statements and policies enunciated by both sides, and with the advent of the controversy in Bridgeport we come to one of such vast importance in the war program and so complex that the solution of it must be approached with the greatest deliberation and care, and both sides to the controversy should realize that hasty action, especially in this case, would be a menace to our successful conduct of the war.

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[11] For letters from the President of the United States to the manufacturers at Bridgeport and to the striking employees concerning the enforcement of this award, see pp. ——.

The 8-hour workday.—The National War Labor Board, under "Hours of labor," states the following:

> The basic 8-hour day is recognized as applying in all cases in which existing law requires it. In all other cases the question of hours of labor shall be settled with due regard to governmental necessities and the welfare, health, and proper comfort of the workers.

In view of the fact that the evidence proves that an overwhelming majority of the firms, parties to this controversy, have through the operation of this principle, or voluntarily, conceded an 8-hour workday to the workers in their shops, it is only reasonable that those firms which hold a different opinion should comply with the will of the majority, and hence the 8-hour workday should be established in all shops and factories subject to this ruling. I am constrained to come to this conclusion, knowing the dissatisfaction and consequent interference with output that accrues in a manufacturing community where a basic workday has come to be generally recognized but is resisted by a minority.

Classification of trade and minimum wage.—For many years Bridgeport manufacturers have been operating under the open-shop methods. To attempt suddenly to change this condition would so seriously upset the industries working under various methods of operation and kinds of contracts that the needs of our country would be jeopardized. The National War Labor Board principles govern the umpire as well as the board. They state:

Right to organize—

> The right of workers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.
>
> Employers should not discharge workers for membership in trade-unions, nor for legitimate trade-union activities. The workers, in the exercise of their right to organize, should not use coercive methods of any kind to induce persons to join their organizations nor to induce employers to bargain or deal therewith.

Existing conditions.—

> In establishments where the union shop exists the same shall continue, and the union standards as to wages, hours of labor, and other conditions of employment shall be maintained.
>
> In establishments where union and nonunion men and women now work together and the employer meets only with employees or representatives engaged in said establishments, the continuance of such conditions shall not be deemed a grievance. This declaration, however, is not intended in any manner to deny the right or discourage the practice of the formation of labor unions or the joining of the same by the workers in said establishments, as guaranteed in the preceding section, nor to prevent the War Labor Board from urging or any umpire from granting, under the machinery herein provided, improvements of their situation in the matter of wages, hours of labor, or other conditions as shall be found desirable from time to time.

In support of their contention the workers have cited the case of the shipyards, where classification of trades and minimum wages have been granted. This is not a parallel case to the situation in Bridgeport, because most of these shipyards were created within the year, and their workers recruited to a large extent from organized labor in the building and allied trades, in which trades classification and minimum wage had long been recognized.

The Wright-Martin Aircraft,
The Bethlehem Steel, and
The Worthington Pump

awards were made in plants that were practically under control of the Government. The Government having recognized classification and minimum wage in its arsenals and navy yards, followed its own precedence in these cases.

In Bridgeport, however, we find these various shops and manufacturers operating on war work direct or secondary, and on many other essential products, but under such varied conditions of operation and contract that under the principles enunciated above, and under the pronouncements made by the various governmental departments and the Federation of Labor, I must deny the right to the worker to receive at this time classification of trade and the minimum wage.

The representatives of the War Labor Board have agreed that, in accordance with the principles of the National War Labor Board, the right of employees to bargain collectively is recognized and is guaranteed to the workers of Bridgeport. This recognition admits that we have passed from the day of the individual to the day of the

group, and that the will of the group should have precedence over the will of the individual.

The members of the National War Labor Board have also agreed that Bridgeport should have a local board of mediation and conciliation of six members, three from each side. They have also agreed that the War Labor Board shall appoint an examiner.

Here, then, we have the beginning of an organization which has been accepted by the representatives of both sides on the War Labor Board, to map out a plan with the aid of the employers and employees of Bridgeport, to introduce the principle of collective bargaining, and to provide ways and means for allaying the labor unrest due largely to the dilution of labor which the war needs have made necessary.

It must be realized that, due to the complexity of conditions existing in the factories and shops of Bridgeport, the element of time and care must enter, so that an equitable proposition as between the parties at issue may result. I would designate a period of six months, the report to be ready March 1, 1919.

In view of this decision, and in order to determine the compensation the workers in these Bridgeport plants should receive, I find that the employers have submitted a very comprehensive report, including:

The pre-war wage scale,
The scale as of June, 1918, and
The percentage of increase in cost of living,

and I hereby rule that the increases offered by the employers for the workers in Bridgeport are fair and reasonable and should be accepted.

AWARD.

Minimum wage for men.—In no case shall any male employee 21 years of age or over receive less than 42 cents per hour.

Minimum wage for women.—In no case shall any female employee 18 years of age or over receive less than 32 cents per hour, and where women are employed on work ordinarily performed by men, they shall be accorded equal pay for equal work, and must not be allotted tasks disproportionate to their strength.

In all cases where women perform the same work as men, their pay shall be the same.

Hours of labor.—Eight hours shall constitute a day's work. All time worked in excess of a regular work day shall be considered overtime and paid for at the rate of time and a half, but Sundays and holidays shall be paid for at the rate of double time. The definition of what days constitute holidays shall be settled by the local board.

Wage adjustment.—The following hourly wage rates are hereby decreed to apply as of the date on which the award is effective:

Those receiving 40 cents per hour shall be paid 46 cents per hour.
Those receiving 41 cents per hour shall be paid 47 cents per hour.
Those receiving 42 cents per hour shall be paid 48 cents per hour.
Those receiving 43 cents per hour shall be paid 49 cents per hour.
Those receiving 44 cents per hour shall be paid 50 cents per hour.
Those receiving 45 cents per hour shall be paid 51 cents per hour.
Those receiving 46 cents per hour shall be paid 52 cents per hour.
Those receiving 47 cents per hour shall be paid 52½ cents per hour.
Those receiving 48 cents per hour shall be paid 53 cents per hour.
Those receiving 49 cents per hour shall be paid 54 cents per hour.
Those receiving 50 cents per hour shall be paid 55 cents per hour.
Those receiving 51 cents per hour shall be paid 55½ cents per hour.
Those receiving 52 cents per hour shall be paid 56½ cents per hour.
Those receiving 53 cents per hour shall be paid 57⅓ cents per hour.
Those receiving 54 cents per hour shall be paid 59 cents per hour.
Those receiving 55 cents per hour shall be paid 60 cents per hour.
Those receiving 56 cents per hour shall be paid 61 cents per hour.
Those receiving 57 cents per hour shall be paid 62 cents per hour.
Those receiving 58 cents per hour shall be paid 63 cents per hour.
Those receiving 59 cents per hour shall be paid 64 cents per hour.
Those receiving 60 cents per hour shall be paid 65 cents per hour.
Those receiving 61 cents per hour shall be paid 66 cents per hour.
Those receiving 62 cents per hour shall be paid 67 cents per hour.
Those receiving 63 cents per hour shall be paid 68 cents per hour.
Those receiving 64 cents per hour shall be paid 69 cents per hour.
Those receiving 65 cents per hour shall be paid 70 cents per hour.
Those receiving 66 cents per hour shall be paid 71 cents per hour.
Those receiving 67 cents per hour shall be paid 72 cents per hour.
Those receiving 68 cents per hour shall be paid 73 cents per hour.

Those receiving 69 cents per hour shall be paid 74½ cents per hour.
Those receiving 70 cents per hour shall be paid 75¾ cents per hour.
Those receiving 71 cents per hour shall be paid 77 cents per hour.
Those receiving 72 cents per hour shall be paid 78 cents per hour.
Those receiving 73 cents per hour shall be paid 78 cents per hour.
Those receiving 74 cents per hour shall be paid 78 cents per hour.
Those receiving 75 cents per hour shall be paid 78 cents per hour.
Those receiving 76 cents per hour shall be paid 78 cents per hour.
Those receiving 77 cents per hour shall be paid 78 cents per hour.

No increase above 78 cents per hour.

No reductions.—The revision of wages provided for in this award shall in no case operate to reduce wages or earnings of any employee.

Collective bargaining.—The right of the employees to bargain collectively is recognized by the National War Labor Board; therefore the employees in the plants shall be guaranteed this right.

Local board.—A local board of mediation and conciliation, consisting of six members, shall be established, three members of which shall be selected by the employers and three by the employees, for the purpose of bringing about agreements on disputed issues not covered by this finding. In the event that the local board fails to bring about an agreement, the points at issue shall be referred to the National War Labor Board.

This local board shall be presided over by a chairman, who shall be selected by and representative of the Secretary of War.

The examiner hereinafter provided for shall investigate all charges of discrimination and shall report to the local board with the right to appeal to the National War Labor Board.

Military exemptions.—Where the employers and companies through their officers, or subordinates, or foremen, have made improper use of the selective draft, it shall be first referred to the local board, and by it referred to the War Department, for such action as may be warranted by the facts and the law.

Examiner.—The National War Labor Board shall detail an examiner to supervise the application of this finding. The examiner shall hear any differences arising between the parties in respect to this finding, and shall promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board. Pending such an appeal the decision of the examiner shall be enforced.

Duration.—This finding shall take effect in respect of the various companies as specified in the following paragraph, and the award shall continue for the duration of the war except as either party may reopen the case before the arbitrators at periods of six months' intervals, but in no event before February 1, 1919, for such adjustment as changed conditions may render necessary. The companies shall have until October 1, 1918, to complete the back payments on wages herein awarded.

Retroactive feature.—This award is made retroactive until May 1, 1918, in the case of the following companies:

Remington Arms
U. M. C. Plant
Liberty Ordnance Co.
American & British Manufacturing Co.
E. W. Carpenter Manufacturing Co.
Bradley Machine Co.
Feeney Tool Co.
Bridgeport Die and Machine Co.
Bridgeport Gun Tool Co.
J. Pederson Machine Co.
S. Lowe & Sons Co.
Lindstrom Tool Works.
Electric Compositor Co.
Fred G. Breul.
International Tool & Gauge Co.
W. T. Smith Manufacturing Co.
Anderson Die & Machine Co.
H. E. Harris Engineering Co.
H. H. Boushean.
*F. S. Trumbull.
*Modern Manufacturing Co.
*Bridgeport Machine Tool Co.
*Precision Gauge and Tool Co.
*Bodreau Co.
*F. C. Sanford Manufacturing Co.
*Model Tool & Gauge Co.

* These companies were mentioned in the Major Rogers investigation as involved in strike and investigation, but did not sign the petition submitting case to the War Labor Board.

This award is made retroactive until June 26, 1918, in the case of the following companies:

Locomobile Co. of America.
American Tube and Stamping Co.
Singer Manufacturing Co.
Bridgeport Brass Co.
A. H. Nilson Machine Co.
Connecticut Electric Manufacturing Co.

This award is made retroactive until July 1, 1918, in the case of the following companies:

Bilton Machine & Tool Co.
Automatic Machine Co.
Holmes & Edwards Silver Co.
Bridgeport Motor Co. (Inc.).
Bridgeport Chain Co.
American Chain Co. (Inc.).
Bridgeport Coach Lace Co.
Eastern Malleable Iron Co.
Salts Textile Manufacturing Co.
Bryant Electric Co.
Bridgeport Malleable Iron Works.
Bridgeport Hardware Manufacturing Corp.
Bullard Machine Tool Co.
Bullard Engineering Co.
Ashcroft Manufacturing Co.
Black Rock Manufacturing Co.
Bridgeport Metal Goods Manufacing Co.
Raybestos Co.
Handy & Harmon.
Bridgeport Cutter Works (Inc.).
Hamilton & De Loss (Inc.).
Electric Cable Co.
Housatonic Machine & Tool Co.
Coulter & McKenzie Machine Co.
Grant Manufacturing and Machine Co.
Heppenstall Forge Co.
Blue Ribbon Body Co.
Harvey Hubbell (Inc.).
Standard Coupler Co.
Manufacturers Iron Foundry.
Max-Ams Machine Co.
Bridgeport Deoxidized Bronze & Metal Co.
Sprague Meter Co.
Remington Typewriter Co.

INTERPRETATION OF BRIDGEPORT AWARD.

September 4, 1918.]

Mr. W. JETT LAUCK,
Secretary, National War Labor Board, Washington, D. C.

DEAR SIR: In regard to the inquiry of the Secretary of War as to the meaning of certain findings made by me in the Bridgeport award, I beg to say that I felt that it was not fair for me to establish classification of trade and minimum wage at this time, under all the conditions existing at Bridgeport, but in view of the fact that the representatives of the employers and employees on the National War Labor Board had agreed that collective bargaining should be instituted at Bridgeport, and in addition that a local board with equal representation of employers and employees was to be inaugurated, that this board, with the help of employers and employees of Bridgeport, would take up all questions on which the parties to the controversy were not in agreement.

It would be fully within the province of this local board to create other subsidiary boards, and it was not the intent to bar the establishment of classification of trade and minimum wage. In other words, it was recognized that a serious controversy existed at Bridgeport, that it was not fair to adjust arbitrarily without proper discussion and a reasonable time for conference; hence the six month period for this board, with the help of employees and employers, to devise ways and means to adjust the controversy.

It is to be noted also that the award gives the right to either party to appeal to the National War Labor Board at any time.

Very truly yours,

OTTO M. EIDLITZ, *Umpire.*

RULINGS OF THE NATIONAL WAR LABOR BOARD IN THE BRIDGEPORT AWARD.

Alpheus Winter, examiner in charge, announces for the National War Labor Board the following rulings and interpretations of the Bridgeport award for the guidance of all concerned:

September 23, 1918.]

1. That the institution of collective bargaining, including the organization of shop committees,[12] is to be established solely under the direction of the examiner and that any independent action will not be permitted.

2. That retroactive wage payments are to be worked out on the basis of rates paid on May 1, June 26, and July 1, 1918.

3. That the 8-hour basic day provision so far as compensation is concerned, is to be retroactive to the same dates as increased rates of pay.

[12] Shop committee plan instituted here by the National War Labor Board will be found on pp. —.

4. That strikers without regard to or recognition of their union affiliations, on returning to work shall be given proportionate representation in the convention to select members of the local board of mediation and conciliation.

5. Employers shall immediately pay wages due under award since August 26; they shall have until October 1, 1918, to make retroactive payments.

6. When charges of discrimination are made to the examiner he shall immediately institute an investigation, and if the charges are sustained he shall immediately reinstate the employee who has been discriminated against and order payments to be made to him for lost time. Pending appeal to the local board the employee shall remain at work.

7. All strikers who returned to work at the President's request have the option of reinstatement in their old positions.

8. The local board of mediation and conciliation after its election is authorized to create specialized craft or other boards to work out special craft problems such as classification and minimum rates of pay.

9. After the establishment of the local board of mediation and conciliation the examiner shall take up the selection of shop and craft committees.

September 26, 1918.]

10. Employees hired subsequently to the date of the award, namely August 26 1918, are not entitled to any increases provided under said findings.

For example, an employee hired September 1 at 50 cents per hour is not entitled to an increase in wage because of any right granted by said award.

11. Employees hired upon the date of the award, namely August 26, are entitled to the increases in wages tabulated in said award from said August 26.

For example, an employee hired on August 26 at the rate of 45 cents per hour is entitled to 51 cents per hour from and including said August 26.

12. Employees hired by any companies subsequently to their dates of submission to the board are entitled to the increases as provided in said award. There are three groups of companies listed in the award—those of May 1, those of June 26, and those of July 1.

For example, an employee hired May 15 by a company in the May 1 group at the rate of 40 cents per hour is entitled to the retroactive payments based upon the rate of 46 cents per hour from said date of employment.

13. Employees whose rates of pay have been increased by any companies since their dates of submission to the board are entitled to the increases provided by the award based upon the original rate paid at the date of submission and also upon any subsequent increase or increases in rate per hour.

For example, if any employee who was receiving 40 cents per hour on July 1 from a company in the July 1 group received an increase in wage to 45 cents per hour on July 15, then under the award such employee would receive retroactive pay on the basis of 46 cents from July 1 to July 14, inclusive, and retroactive pay on the basis of 51 cents from July 15 to August 26, inclusive.

14. Employees who worked for any company which is a party to the award, during the retroactive period of said company, but who for any reason stopped work or were discharged, are entitled to back pay based upon the increases set forth in the award; provided a written demand is filed with such company or on before November 1, 1918.

15. Retroactive payments are based upon the hourly wage paid rather than upon age or other considerations.

For example, an employee 19 years old who received 45 cents prior to the award is entitled to retroactive pay upon the basis of 51 cents per hour for the time worked within the periods defined by the awards.

September 27, 1918.]

16. Employees returning to work under the President's order are entitled to the same machine, bench, etc., and to the identical work they were doing prior to the strike. Any effort to evade this ruling by changing a machine or by changing the character of work customarily done thereon is contrary to the spirit and letter of interpretation No. 7.

17. The award does not apply to executive or office employees who are upon a salaried basis. Superintendents and foremen who are upon a salaried basis are not beneficiaries under the award. Uniformed guards and watchmen, whether uniformed or not, regardless of their basis of receiving pay, are considered as a part of the executive department, and they are accordingly denied the benefits of the award.

18. The award applies to employees engaged directly or indirectly upon production work who are on an hourly basis of payment. Subforemen and leading hands who are on an hourly basis are to receive the increases as set forth in the wage scale of the award.

19. No statement in the award or ruling made in connection therewith shall be interpreted to mean that employers may not voluntarily increase the pay of employees if they desire so to do regardless as to whether the employees are or are not beneficiaries under the award.

20. As set forth in the award and in interpretation No. 5, the employers who are parties to the award are required to make all retroactive payments on or prior to October 1, 1918. It is not, however, the intent of the award that the employers shall be forced to perform an unreasonable or impossible act. The award originally provided over 30 days for the employers to compute and make retroactive payments. It was not until September 26, just one month after the date of the award, that the employers were advised as to the final details for making back payments. Inasmuch as this delay was in no sense due to the employers or to circumstances over which they had control, justice and equity demand that the date for final payment be extended. It is therefore ruled that employers are entitled to the same period of time for making retroactive payments as the award originally contemplated and November 1 is hereby promulgated as the final date for employers to make retroactive payments to the employees defined in ruling No. 18, together with the recommendation that this full period will only be taken where circumstances and conditions absolutely require this entire extension.

October 3, 1918.]

21. Employees whose compensation for services is based upon piecework are beneficiaries under the award. They will receive retroactive pay for work performed during the periods covered by the award prior to August 26, 1918, as well as increases for services rendered subsequently to said date, including straight and overtime work in both instances.

22. The piecework day rates for men 21 years old or over shall not be less than 42 cents per hour; and for women 18 years old or over not less than 32 cents per hour. This is effective for the full period of the award.

23. Piecework day rates shall be increased as per the hourly wage table set forth in the award, effective for the full period of the award. Piecework prices are not increased.

For example, a piecework day rate of 45 cents per hour is increased to 51 cents for the computation of retroactive and current wage increases. A piecework price of 60 cents per 100 remains unchanged.

24. The following method for computing the retroactive and current piece-wage increases for any period of time, such as day, week, month, or part thereof, shall be applied:

First.—Divide the "gross piecework earnings" (that is, total straight time piecework earnings plus total overtime piecework earnings) by the "gross hours worked" (that is, total straight time piecework hours plus proper increase for overtime worked) which will give the "actual hourly piecework earnings."

Second.—Apply said actual hourly piecework earnings to the hourly wage schedule of the award and thus ascertain the proper "cents per hour increase."

Third.—Multiply said "cents per hour increase" by said "gross hours worked," which will give the "award increase."

Fourth.—Add said "award increase" to said "actual hourly piecework earnings," which will give the "total piecework earnings."

Fifth.—Add to the total "piecework earnings" the "total day rate earnings" (that is, the amount earned upon the increased day-rate basis), which will give the "total piecework day-rate earnings."

Sixth.—Add to the "total piecework day-rate earnings," or to the "total piecework earnings," in case there are no day-rate earnings, any bonus or premium due and unpaid, which will give the final "grand total earnings" payable to employee.

25. Any bonus or premium in effect August 26, 1918, shall remain in force—in other words, the benefit of the increased wages granted employees shall not be diminished or destroyed by the cancellation of any bonus or premium.

26. The men's hourly minimum of 42 cents and the women's hourly minimum of of 32 cents shall not apply to employees who are too old to perform an average day's work; nor to employees who, regardless of age, are mentally or physically incapacitated for normal production.

Should any question arise under this ruling the wage to be paid in each instance may be determined by mutual agreement between the employees' committee and that representative of the employer under whose joint jurisdiction the work of the employee in question comes.

In case said parties fail to agree upon the special wage to be paid, both employee and employer shall have the right to appeal to the local board of mediation and con-

ciliation; it being understood that nothing in this ruling 26 shall be interpreted to mean that the employer may be forced either to employ or to retain the services of these specifically described employees.

27. The November 1, 1918, time limit for the application of ruling No. 14 shall not apply to employees who have entered the services of the United States Government—their retroactive pay should be remitted promptly without demand wherever possible and upon demand without time limit.

28. The following wage scale for women pieceworkers and day workers shall be effective for the entire period of the award covering retroactive and current increases:

Those receiving 26 cents per hour shall be paid 32 cents per hour.
Those receiving 27 cents per hour shall be paid 33 cents per hour.
Those receiving 28 cents per hour shall be paid 34 cents per hour.
Those receiving 29 cents per hour shall be paid 35 cents per hour.
Those receiving 30 cents per hour shall be paid 36 cents per hour.
Those receiving 31 cents per hour shall be paid 37 cents per hour.
Those receiving 32 cents per hour shall be paid 38 cents per hour.
Those receiving 33 cents per hour shall be paid 39 cents per hour.
Those receiving 34 cents per hour shall be paid 40 cents per hour.
Those receiving 35 cents per hour shall be paid 41 cents per hour.
Those receiving 36 cents per hour shall be paid 42 cents per hour.
Those receiving 37 cents per hour shall be paid 43 cents per hour.
Those receiving 38 cents per hour shall be paid 44 cents per hour.
Those receiving 39 cents per hour shall be paid 45 cents per hour.

Those receiving 40 cents per hour or over shall receive increases both retroactive and current based upon the wage scale as set forth in the award.

The rules and interpreattions previously promulgated for applying the original wage scale shall be strictly followed in putting into effect this women's schedule.

Nothing in this ruling shall be interpreted as denying to women the "equal pay for equal work" guaranty of the award.

29. Like work performed by men and women, or work performed by men and transferred to women since May 1, June 26, and July 1, in the several factory groups defined by the award shall be paid for at the piece or hourly prices paid men; provided, that if additional assistance is required by women a reasonable reduction for this cost shall be made from the men's rates, and provided, that when production records indicate that the output of individual women is greater or less than that of men, the hourly rates for such women shall be adjusted to meet such differences.

Questions as to whether the work done by women is the same in kind or quantity as that done by men, and questions as to any deductions or additions in wage rates to be made because of such differences shall be settled by agreement of the management and the shop committees.

If an agreement can not be reached, appeals may be made in the manner hereafter provided.

October 15, 1918.]

30. All appeals to the National War Labor Board appertaining to the rulings and interpretations issued in connection with the application of the Bridgeport award should be filed with Alpheus Winter, examiner, room 706, First Bridgeport National Bank Building, Bridgeport, Conn. Said appeals will be promptly and properly submitted to the National War Labor Board at Washington for consideration.

31. As set forth in the award proper, 8 hours shall constitute a basic day's work, and all time worked in excess of the regular work day shall be considered overtime, and paid for at the rate of time and a half.

By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week; in such cases overtime shall only be allowed for the time actually worked each day in excess of the hours, including fractions thereof, mutually agreed upon as a regular day's work.

For example, by mutual agreement 9 hours might constitute a day's work for five days a week and 3 hours might constitute the day's work for the sixth day, and if this schedule should actually be followed there would be no overtime. On the other hand, with the above schedule, if 10 hours should be worked for five days and 5 hours on the sixth day, there would be 7 hours overtime.

32. Wherever it was established as a custom on or before August 26, 1918, that certain employees because of practical necessity worked on Sunday but received one full day's rest upon a fixed week day, such custom may continue without necessity of paying double time for Sunday work.

October 21, 1918.]

33. Ruling 17 is hereby augmented by the placing of firemen and engineers in the same class as uniformed guards and watchmen. In other words, firemen and engineers are considered as part of the executive department, and they are, accordingly, denied the benefits of the awards.

34. Ruling 18 is hereby augmented to the extent that so-called shop clerks who are upon an hourly wage basis and who are engaged in checking time or production, are beneficiaries under the Bridgeport award, both as to retroactive and current wage increases.

ALPHEUS WINTER, *Examiner.*

RESOLUTION.

December 18, 1918.]

Inasmuch as the Bridgeport Local Board of Mediation and Conciliation, composed of representatives of the employers and employees of Bridgeport, has unanimously indorsed the presentation of an appeal to Washington in connection with the wholesale cancellation of war orders, whereby the Remington plants alone will be obliged to immediately discharge 7,000 employees, or more than half of their total force; and

Whereas thousands of munition workers are already unemployed in the city of Bridgeport, due to cancellation already put into effect; and

Whereas a committee of the local board of mediation and cancellation of Bridgeport, accompanied by the examiner of the National War Labor Board, is present in person to urge that this board request the Secretary of Labor to take cognizance of the serious situation which impends because of these cancellations; therefore be it

Resolved, That the serious consequences to the munitions workers of Bridgeport which are resulting, and are more likely to result, from such wholesale cancellations of Government orders be respectfully referred to the Secretary of Labor, to be taken up with the War and Navy Departments with the request that he use his efforts to secure such modification of these cancellations as may reduce the hardship to labor at the beginning of winter and assure a graduated decrease in the number of munitions workers employed in Bridgeport.

DECISIONS ON APPEALS FROM EXAMINER'S RULINGS.

APPEAL OF H. E. HARRIS ENGINEERING CO. FROM RULING NO. 13.

February 19, 1919.]

WHEREAS the administrator of the Bridgeport award issued, under date of September 26, 1918, ruling No. 13, which reads:

> Employees whose rates of pay have been increased by any companies since their dates of submission to the board are entitled to the increase provided by the award based upon the original rate paid at date of submission and also upon any subsequent increase or increases per hour.

And whereas the sixty-odd manufacturers covered by the Bridgeport award have in good faith applied said ruling No. 13 in accordance with the spirit and letter thereof in making retroactive wage payment.

And whereas it would be manifestly unfair and discriminatory, in face of the above fact, to relieve one manufacturer from applying ruling No. 13 in making retroactive wage payments without likewise relieving all other similarly governed manufacturers;

It is therefore ordered that said appeal be and is hereby dismissed.

NATIONAL WAR LABOR BOARD,
By W. JETT LAUCK, *Secretary.*

APPEAL FROM RULING NO. 14.

February 19, 1919.]

WHEREAS the administrator of the above award rendered and issued, under date of September 26, 1918, ruling No. 14, which reads:

> Employees who worked for any company which is a party to the award during the retrgactive period of said company, but who for any reason stopped work or were discharged, are entitled to back pay based upon the increases set forth in the award; provided a written demand is filed with such company on or before November 1, 1918.

And whereas, as set forth in said appeal, a considerable number of employees who for one reason or another stopped work on or before August 26, 1918, failed to file a written demand for retroactive wages as required by said ruling No. 14;

It is therefore ordered that said appeal be granted to the extent that an opportunity be extended to the parties involved, as follows:

1. That the appeal as filed by said J. Walter Scheffer, attorney for the complainants, be accepted by all parties involved as an original brief, copies of which are to be filed with the manufacturers involved or their legal representative.

2. That the manufacturers involved, or their legal representative, shall have one week from the receipt of this order in which to file a reply brief or briefs, a copy or copies of which shall be transmitted to said complainants' attorney, J. Walter Scheffer, and intervener or interveners.

3. That said attorney for complainants, J. Walter Scheffer, or any intervener or interveners, shall have one week from the receipt of said reply brief or briefs within which to file a final brief.

4. That the board will, upon the case as above submitted, decide what action, if any, shall be taken.

NATIONAL WAR LABOR BOARD,
By W. JETT LAUCK, *Secretary.*

APPEAL FROM RULING NO. 17.

February 19, 1919.]

WHEREAS the administrator of the Bridgeport award issued, under date of September 27, 1918, ruling No. 17, which reads:

> The award does not apply to executives or office employees who are upon a salary basis. Superintendents and foremen who are upon a salary basis are not beneficiaries under the award. Uniformed guards and watchmen, whether uniformed or not, regardless of their basis of receiving pay, are considered as a part of the executive department and they are accordingly denied the benefits of the awards; and

WHEREAS the guards and watchmen of the Remington Arms Union Metallic Cartridge Co., as well as the guards and watchmen of other manufacturers covered by the award, have filed an appeal against said ruling; and

WHEREAS said appeal involves a considerable number of such guards and watchmen; and

WHEREAS said appeal involves the payment to said guards and watchmen of a considerable sum of money to which they feel that they are justly entitled under the Bridgeport award; and

WHEREAS the award proper did not clearly indicate a line of demarkation between the employees of the plants involved who were to come under the award and those that were to be denied the benefits thereof;

Be it therefore ordered that said appeal be granted to the extent that the parties involved be given the opportunity of filing, within two weeks from the receipt of this notice, a written brief setting forth reasons and arguments why said ruling No. 17 should or should not be set aside, it being further provided that the parties submitting said original briefs shall exchange same and that both sides shall be given one week after said exchange of briefs in which to make such answers thereto as they may deem advisable; it being understood that as soon as possible after the expiration of the time set for filing the final briefs that the board will render a final decision as to whether said ruling No. 17 shall be maintained or canceled.

NATIONAL WAR LABOR BOARD,
By W. JETT LAUCK, *Secretary.*

ORDERS ON APPEALS OF EMPLOYEES FROM EXAMINER'S RULINGS NO. 14 AND NO. 17.

May 1, 1919.]

This case now comes before the National War Labor Board upon appeal from two rulings, No. 14 and No. 17, made by the examiner appointed by this board to carry out the provisions of its award of August 28, 1918.

These rulings are as follows:

No. 14. Employees who worked for any company which is a party to the award during the retroactive period of said company, but who for any reason stopped work or were discharged, are entitled to back pay based upon the increases set forth in the award; provided a written demand is filed with such company on or before November 1, 1918.

No. 17. The award does not apply to executives or office employees who are upon a salary basis. Superintendents and foremen who are upon a salary basis are not beneficiaries under the award. Uniformed guards and watchmen, whether uniformed or not, regardless of their basis of receiving pay, are considered as a part of the executive department and they are accordingly denied the benefits of the award.

The appeals from both rulings have been submitted by the parties upon written briefs and affidavits. After due consideration thereof the board orders as follows:

The appeal from ruling No. 14 is sustained, the board being of the opinion that the award included, among other employees, all who were working for the employers set forth in the award between the retroactive date named therein and August 28, 1918, regardless of how short the term of service, and that their right to compensation should not be sacrified by their failure to file claims prior to November 1, 1918.

The appeal from ruling No. 17 is denied, the board being satisfied that the watchmen and guards, although rendering meritorious service, were properly differentiated by the examiner from employees engaged in production of munitions of war, the class of employees intended to be benefited by this award.

The board does believe, however, that a date should be established beyond which the Bridgeport employers shall not be required to recognize any claims, by whomsoever made, for retroactive wages not theretofore presented. The board therefore establishes June 1, 1919, as the date on or before which all claims for retroactive pay must be presented, in writing, to the employers in order to be recognized and paid.

FRED HEWITT,
P. F. SULLIVAN,
Section.

Findings in re Employees v. Columbus Railway, Power & Light Co.

146. July 31, 1918.

The arbitrators make the following findings and award:

Wages.—The arbitrators are fixing these rates for the period of the war only and therefore substitute for more extended graduation of rates by years a shorter period for the increases. The wage scale to be paid to all motormen and conductors shall be:

First three months of service, 41 cents per hour.
Next nine months of service, 43 cents per hour.
Thereafter, 45 cents per hour.

Wages of other employees.—The wages of employees other than motormen and conductors which have been submitted to the arbitrators for fixation, including employees of the power station represented by the interveners in this case, shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by this award; provided, however, that if this percentage increase does not bring the wage of any adult male employee up to the minimum of 42½ cents per hour he shall be paid said minimum of 42½ cents per hour.

Schedules and hours.—The arbitrators make no change in the hours of work, either in the platform hours or in the spread of the outside hours.

Working conditions.—The National War Labor Board has formulated and published certain principles and policies. These principles and policies apply to the Columbus Railway, Power & Light Co. and its employees. The company is under no obligation to recognize the union, but it should not interfere with the right of its workers to organize in a union, and the company should permit the organization of such workers and receive committees representing them as organized.

At the hearing, the company expressed itself as being opposed to its employees wearing a union button while on duty. The arbitrators can readily see that at times of tension between union and nonunion employees, the company might object if either attempted while on duty to wear placards, banners, or buttons of unusual size, perhaps bearing insulting legends, the manifest purpose being to persuade or to intimidate. The arbitrators can, however, see no objection under ordinary circumstances to the workers wearing a modest button of the ordinary size and design, worn presumably not for any objectionable purposes, but as men wear Red Cross or fraternal buttons. Should this button wearing stimulate angry feeling or lack of cooperation

between union and nonunion employees, the company might reasonably forbid the practice, but no such case is made.

Reinstatement of discharged employees.—The arbitrators are asked to pass upon the reinstatement of the following four men, discharged by the company on or about June 28, 1918: Karl R. Fenneman, William Hagans, F. W. Killian, and M. E. Reed. These four men should be reinstated in their former positions and rating with pay for all time lost by them on account of their discharge.

Interpretation of award.—For the purpose of securing a proper interpretation of the award, the secretary of the National War Labor Board shall appoint an examiner who shall hear any differences arising in respect to this award between the parties, and promptly render his decision from which an appeal may be taken by either party to the arbitrators making this award. Pending the appeal, the decision of the examiner shall be binding.

Period of award.—This award shall take effect as of July 1, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' intervals beginning February 1, 1919, for such adjustments as changed conditions may render necessary.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fares which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal inrerference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice, the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.
>
> WM. H. TAFT,
> FRANK P. WALSH,
> *Arbitrators.*

Award in re International Association of Machinists, Representing the Employees v. Jackson & Church Co., Wilcox Motor & Manufacturing Co., Stork Motor Co., Carde Stamping & Tool Co., Jackson-Church-Wilcox Co., Nelson Bros. Co., National Engineering Co., Werner & Pfleiderer Co., Wickes Bros., and American Cash Register Co., all of Saginaw, Mich.

147. October 25, 1918.

The case of the International Association of Machinists representing employees against the parties named above was duly submitted for adjudication as to hours of labor, wages, and rates of pay for overtime.

The board makes the following award:

Hours.—(*a*) The regular working time of each full week shall consist of 48 hours, divided into six daily periods of 8 hours. All time worked in excess of 8 hours within any one day, or 48 hours within any one full week, shall be considered overtime and shall be paid for at the rate of time and a half, but any time worked on Sundays or

holidays shall be considered extra time and shall be paid for at the rate of double time.

By mutual agreement between the management and the workers, the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

It is further provided that no worker shall be entitled to payment for overtime or extra time unless he shall work 48 hours in said full week (or 40 hours when a holiday intervenes) except in the case of illness, accident, misfortune, or other just and necessary cause.

Excessive overtime shall not be exacted or permitted; and, in order that the same may be kept within reasonable limits, it is hereby decreed that where, in any one day, more than two hours overtime in excess of 8 hours is required, then, for that day, overtime shall be paid without regard to whether or not the worker shall, during that week, have worked the weekly schedule provided for.

(*b*) For the purpose of securing the equitable application of section 1–*a* and adjusting all differences which may arise between the management and the workers in regard to its operation, a permanent committee of four persons is hereby created in each shop, two of whom shall be designated by the management of the plant and two by the workers, the decisions of any three of whom shall be binding. In the event of failure of the committee to reach an agreement, the case may be referred to the examiner of the National War Labor Board, whose decision shall be binding except that either party may appeal to the National War Labor Board, pending the adjudication of which appeal the decision of the examiner shall be in force and effect.

Wages.—The wages of the employees shall be increased 20 per cent, this to apply upon the rates in effect in the various establishments as of June 27, 1918, consideration, however, being given to any individual advances made to employees since that time.

This award as to wages is to be retroactive as of June 27, 1918, and the companies are given until December 1, 1918, to make back payments.

Committees.—The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with the unions.

As the right of workers to bargain collectively through committees is recognized by the board, the companies shall recognize and deal with such committees after they have been constituted by the employees.

The election of committees shall be held in the places where the largest total vote of the men can be secured consistent with fairness of count and full and free expression of choice, either in the shop or some convenient public building, as the parties themselves shall agree upon.

The committees above provided shall meet with the management to establish such classifications and minimum rates of pay as may seem to them necessary.

Examiner.—Should the committees and the management fail to agree upon the application and interpretation of the terms of this award, upon request to the board an examiner will be provided to supervise its execution.

The examiner in such cases shall hear any differences arising between the parties and shall promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board.

System of apprenticeship.—With respect to demands of employees for an apprenticeship system, the board believes that one should be put into operation and recommends that the management and the committees hereinbefore provided for take this question up for adjustment.

Effective date.—This award shall be effective for the duration of the war, except that either party may reopen the case before the board at periods of six months' interval for such adjustments as changed conditions may render necessary.

The board desires to point out to the parties to this controversy that the questions raised and for which the board has endeavored to find solutions will require a reasonable time to adjust satisfactorily, and that in view of the vital importance of the output of the different concerns involved, both sides should address themselves with patience and good spirit to finding fair and reasonable adjustments of the questions in controversy.

C. E. MICHAEL,
WM. H. JOHNSTON,
Section.

Findings in re Employees v. Omaha & Council Bluffs Street Railway Co.

154. July 31, 1918.

The arbitrators make the following findings and award:

Wages.—The arbitrators are fixing these rates for the period of the war only, and therefore substitute for more extended graduation of rates by years a shorter period for the increases.

The wage scale to be paid to all motormen and conductors shall be:

First three months of service, 41 cents per hour.

Next nine months of service, 43 cents per hour.

Thereafter, 45 cents per hour.

Wages of other employees.—The wages of employees other than motormen and conductors which have been submitted to the arbitrators for fixation, shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by this award; provided, however, that if this percentage increase does not bring the wage of any adult male employee up to a minimum of 42½ cents per hour, he shall be paid said minimum of 42½ cents per honr.

Schedules and hours.—Where the elapsed time consumed by swing runs exceeds 14 hours, an addition of pay for the period of excess consumed time shall be allowed as follows:

For the fifteenth hour, 15 minutes.

For the sixteenth hour, 30 minutes.

For the seventeenth hour, 45 minutes.

For the eighteenth and each successive hour, 60 minutes.

These allowances are to be applied to successive periods of one-half hour each; less than one-half of such period to be neglected, and more than one-half of each such period to count as allowed time for the full allowed period. Whenever there is a break or lay-off time in any of the schedule runs of 45 minutes or less, such break shall be paid for at the rates prescribed in this award and shall be considered to be a part of the platform time. Whenever a man is required to report for duty 10 minutes or any other time before his car is due to leave, he shall be paid for such report time unless he is already paid for the same under the provisions of this award.

Individual contracts.—The practice of the company in times past to take restrictive personal contracts, such as were shown to the arbitrators, if continued, would be contrary to the principles of the National War Labor Board. However, the counsel for the company states to the arbitrators that this practice has been abandoned and calls for no further action by the arbitrators.

Interpretation of the award.—For the purpose of securing a proper interpretation of the award, the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to this award between the parties, and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending the appeal, the decision of the examiner shall be binding.

Period of award.—This award shall take effect as of July 17, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' intervals beginning February 1, 1919, for such adjustment as changed conditions may render necessary.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fares which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Over-

capitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice, the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

DECISION.

HEARING AT OMAHA, JANUARY 2 AND 3, 1919, BEFORE JOINT CHAIRMEN.

January 3, 1919.]

In this case, the employees have presented three applications: The first is an appeal from the rulings of the examiners in the interpretation of the award made by the joint chairmen on July 31; the second is a complaint that the company has violated the award, and a request that it be directed to comply in the particular instances of alleged violation; and the third is for a modification of the award to increase wages over the amount fixed in the award, and for the substitution in place of the existing schedule for the operation of the cars of the defendant company a new schedule devised on a different basis which will make the daily operations of service of the employees less burdensome.

First. Coming to the first application, the complaint is against the ruling of the examiners in what are called "early and late runs." These runs are now begun in the evening of one day and concluded in the early morning of the next day, and the spread, or elapsed time, is calculated from the beginning of the service in the evening to the end of the service in the morning. The men complain that this is a change from the custom that obtained before the award. The change reduces the estimate of the elapsed time, or the spread, from about 21 hours to 14 or 15 hours. Under the award, provision was made for a time bonus in all cases where the spread exceeded 14 hours. The company replies that before the award, where there was no bonus for spread, it made no difference to the company or the men whether the beginning was in the morning or the evening, but that as these runs are in effect night runs the spread should be calculated from the evening to the morning in determining equitably what the time bonus should be. The examiners, after looking into the matter, have held that these are properly night runs and should be treated as such, unless the interval during the night when the men are not at work and are not receiving pay should exceed 3½ hours. This interval is, it is true, an arbitrary interval, but it was inserted by the examiners for the purpose of insuring that the run shall be a night run and reasonably continuous as such. We do not think that at this time we should reverse the finding of the examiners. We think these runs are properly night runs, and that the calculation of spread, or lapsed time, is properly made on that basis. We think also that the method used by the examiners in forbidding intervals of more than 3½ hours, to secure good faith in making them night runs, is justified at least until the 1st of February, when, by the terms of the award, and if either the company or the employees desire it, the whole matter can be reopened for a rehearing.

The second objection is to the ruling of the examiners as to the minimum wage. As to this we are not sufficiently advised of the actual ruling of the examiners and its application to the particular instances, definitely to reverse or affirm the action of the examiners. We can lay down as a general principle that 42½ cents an hour was intended by the award to apply to all the adult males serving the company, except where the circumstances of the service involved the feature of a pension because of the inability of the person concerned to render the full service of an adult male workman. It will require the coming of the examiners to look into each case and interpret this ruling of ours and to apply it to the particular instances.

Second. We come now to the complaint against the company that the award has not been complied with. The first instance called to our attention is the short piece runs from 6½ to 7½ hours, which, with the rates of wages, do not make a sufficient compensation by the day to enable the men who receive the runs to live and require

them to apply for tripper runs to eke out their day's compensation. We think that this arrangement made by the company, as explained by the assistant manager, was for the purpose of reducing a spread beyond 18 hours and saving the penalty imposed by the award of the board therefor. We feel, however, that the short piece runs, with the necessity for tripper runs, are in effect long-spread runs, without the penalty, and are therefore not a fair and full compliance with the award of the board, and that in the interest of economy the company has in these instances neglected the consideration of fairness to the men in dealing with the changes which the award required. We therefore direct that these short piece runs shall be in some way amended to avoid the injustice which we have pointed out; that this amendment shall take place after a full conference with the full committee of the employees, and, if no agreement can be reached, the proposed amendment of the company to which the employees may object shall be submitted to the examiners for adjustment and decision. We leave to the examiners to determine whether any retroactive allowance should be equitably made in any such cases.

Third. Objection is made to discrimination against the men. Whatever may have been the policy of the company in the past, and whatever may have been the attitude of some of the subordinates of the company in particular instances, we feel that the declaration of the president of the company, and the few instances in which discrimination is charged, are evidence that the company is now trying to comply in full with the orders of the board in this regard.

With reference to collective bargaining, which it is objected by the men that the company has not fully accepted, we have this to say: This company is now conducting an open shop in which union and nonunion men are employed without discrimination. The rules of this board require that no obstacle or interference should be offered by the company to the organization of the men in the unions, or the affiliation of the local union with a national union. The rules of the board permit an employer to insist that in the negotiations between him and his employees he may deal only with his employees, and only with representatives of his employees who are his employees, but it does not prevent his employees through the agency of any union to which they may belong to adopt any method prescribed by the union for the selection of a committee of employees to represent the union men in his employ. The employees in this case who belong to the union, and they are 90 per cent ot all the employees, tendered a contract to the president of the company to induce him to change the shop from an open shop to a closed shop. He declined to accept this contract, and was within his right, under the rules of the board, in doing so. He is not, by the rules of the board, required to deal by contract with the union as a union, and in that sense he is not required to recognize the union. But the words "recognition of the union" have had an artificial and an improper meaning given to them by employers. They have been too technical in their treatment of committees of their employees who have come to them to represent their union employees when they have said to such a committee, "Do you represent the union?" and "If you do, we decline to deal with you." The question is not whether they represent the union. The question is whether they, being employees, represent other employees, and, if that is the fact, their mere refusal to say that they do not represent the union, or their admission that they do, does not imply a contract dealing with the union or any organization in the sense in which the War Labor Board understands the term. We think that, due to the pride of the men in their union and organization and the technical sensitiveness of the employer, many troubles have arisen that might have been completely avoided by a clear understanding of the view of the National War Labor Board in this regard.

In the matter of the application for the modification of the award to increase wages, and to make a fundamental change in the schedule, we overrule the present application, for the reason that under the award a full opportunity is given for opening the award and the revision thereof on the 1st of February next, and the testimony taken at this time may be considered with such supplemental evidence as the parties may desire, and may be filed with the examiners before whom an application for such revision would properly be taken.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

Findings and Award in re Employees Members of Division No. 732, Amalgamated Association of Street & Electric Railway Employees of America v. Georgia Railway & Power Co., Atlanta, Ga. [and Atlanta Northern Railway Co., a Party Defendant by its Own Motion].

159. December 5, 1918.

The undersigned were selected as a section of the National War Labor Board to hear this controversy, and do hereby report to the board the following findings and award:

Wages of motormen and conductors.—We find that wages of motormen and conductors are a matter in dispute and are properly before the War Labor Board for determination, and we do hereby fix the wage scale for motormen and conductors as follows:

For the first three months of service, 36 cents per hour.
For the next nine months of service, 38 cents per hour.
Thereafter, 40 cents per hour.

Wages of other employees.—The wages of employees other than motormen and conductors, before this board for fixation, shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by this award, with this limitation, that for all employees except employees under 21 years of age the minimum wage shall be 36 cents an hour, with the further limitation that none of these increases shall operate to carry the rate per hour for journeymen to a figure in excess of the present union craft rates in Atlanta.

Period of award.—The award is to be effective and retroactive as of September 23, 1918, and shall continue until the end of the war as announced by Executive Proclamation, except that either party may reopen the case before the board at periods of six months' interval, beginning June 1, 1919, for such adjustment as changed conditions may render necessary. The company is given until March 1, 1919, in which to meet the back pay due under this award.

Working conditions.—(*a*) Wearing of union button.—The company issued an order forbidding its employees to wear the union button while on duty. We can see no objection under ordinary circumstances to workers wearing a modest button of the ordinary size and design, worn presumably not for any objectionable purpose but as men wear Red Cross buttons or fraternal emblems. We have, however, already ruled in the Columbus case that "should this button wearing stimulate angry feeling or lack of cooperation between union and nonunion employees, the company might reasonably forbid the practice." In this case the wearing of buttons seems to have had such results. We hope that this feeling may abate, but we find that for the present the company is justified in forbidding the wearing of buttons while men are on duty. This order shall not, however, be construed to limit in any way the rights of men to wear union buttons while off duty.

(*b*) Dealing with nonemployees, representative of union.—The company is under no obligation to recognize the union or to deal with representatives of the union who are not employees, but it should continue in its announced policy of permitting the organization of its employees, receiving committees representing them as organized.

Reinstatement of discharged employees.—(*a*) 1916 men.—With regard to the employees of the company who left the service of the company in 1916 and whose reinstatement is requested by the complainants:

We are of the opinion that the War Labor Board has no jurisdiction to pass on their cases, as the time of their discharge occurred before the date of the creation of the National War Labor Board and before the time of our Nation entering the war, and the strike which occasioned the leaving of the company's service by these men was not connected with events occurring subsequent to the creation of the War Labor Board, and the status or situation with regard to these men was not connected with the present controversy, which is before the National War Labor Board for decision.

(*b*) 1918 men.—We are asked to pass upon the reinstatement of the following seven men, discharged by the company during the summer of 1918:

Name.	Date discharged.	Name.	Date discharged.
T. A. Redd	June 22, 1918	C. F. Smith	July 10, 1918
J. T. Chapman	June 18, 1918	R. F. Newman	June 21, 1918
J. B. King	June 26, 1918	T. L. McBrayer	June 4, 1918
A. S. Robinson	July 5, 1918		

Two of these men, T. A. Redd and T. L. McBrayer, should be reinstated to their former positions with full seniority rights and with full pay for all time lost by them on account of their discharge, less earnings during the interim. With regard to the other five men we recommend that the company be not required to reinstate these

men, as it is perfectly clear that they are incompetent and inefficient, and with regard to R. F. Newman it is not at all clear from the testimony that he was discharged.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any difficulty arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding except as provided in the rules of the board.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fares which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland and other cases:

> We recommend to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.

It is true, however, that the financial situation with regard to this company is less critical than that of some others in which this recommendation has been made.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Award in re Local 81, Iron Molders' Union v. Iron Foundry Owners of Elizabeth, N. J.

160. December 17, 1918.

The above case was jointly submitted for adjudication as to hours of labor, wages, and rates of pay for overtime, and was referred to in the joint submission as a "wage dispute."

It appears from the record that an agreement was made between the employers and the employees in January, 1918, fixing the wages of molders and coremakers at $4.75 per day of 9 hours, that agreement to be in effect until July 1, 1918.

On May 31 the business agent of the union sent to the employers a demand for 72½ cents per hour on an 8-hour-per-day basis, with one and one-half times the hourly rate for overtime and double hourly rate for Sundays and legal holidays.

A modus vivendi was arrived at, under which the employees continued at work on a 9-hour-per-day basis, and the employers agreed to pay $5.75 for such a day, pending settlement of the controversy by the War Labor Board.

The case was submitted under the express agreement that the award should not be retroactive; the umpire is powerless to change these terms.

The situation therefore must be viewed as of the date of the hearing, unfortunately, though without fault, deferred to December 7. The period affected is but little over three weeks, until December 31, 1918.

Pending the submission, the armistice has been declared. While the jurisdiction of the board continues until peace shall have been concluded, and while the possibility

always exists that the situation may change, clearly for the period during which this award is to be effective, the governmental necessities will not require that intensity of production and increased hours of labor that active war conditions demanded. Therefore, under the express principles governing this board in fixing hours of labor, due regard is to be given to the welfare, health, and proper comfort of the workers. For the reasons set forth in the opinions of the umpires in other cases before this board and also most carefully expounded by Judge Alschuler in the Stockyards case, these considerations fully justify the demands for the 8-hour day in the present stage of industrial development, especially in an industry like that here in question in which there is involved not only hard physical labor but changing conditions of temperature under which the work is performed.

It is, however, urged that these considerations, valid though they may be as to the straight 8-hour day, have no application to the basic 8-hour day; that the latter implies a mutual intention to increase the number of hours not exceptionally but practically regularly.

I need not here consider this objection, for the employees expressly stated before the examiner and again urged at the argument before me that they wanted the straight 8-hour day awarded without the right of the employer to require overtime or Sunday work.

For the short period remaining for the life of this award, I do not deem it reasonable to enforce this request; for the same reason, it would be impracticable to provide for some cooperative method of determining whether and when emergencies should be deemed to necessitate overtime work; this ought, under the particular circumstances, to continue as heretofore within the employer's prerogative. While there is abundant reason to expect that in the long run a change in the actual working day from 9 to 8 hours will not result in a lessening of production, it may well be that during the few weeks of this award there will be some falling off. If the business exigencies require that this be avoided, overtime work must be resorted to. But any such excess time ought to be deemed abnormal; the normal wages ought therefore to be based upon the normal day of 8 hours.

I am not forgetful that under the applicable governing principles, in fixing hours of labor as well as wages, regard should be had to the labor standards and wage scales prevailing in the localities affected. It can not, however, have been intended that the rate of pay and hours of labor fixed by contract for a definite locality and for a fixed period of six months or one year, whether in the prewar or war time, as in the case of the foundries here in question, should be the measure of the rates to be fixed at the expiration of that contract under a continually increasing cost of living and a consistent and insistent universal demand for the shorter day. Such an interpretation would bar all progress; its inapplicability was recognized by both sides in advancing the wage to $5.75 pending arbitration. If it were held to mean that general local industiral conditions, and not merely those in the specific industry involved, are to be considered, but little help can be derived from this provision. For in Elizabeth, as in most localities, there are doubtless vast differences in wages and hours of labor both for skilled and unskilled industrial workers. If, however, the iron molders in the immediate vicinity of Elizabeth alone be considered, there is no uniform practice either as to wages or as to the normal day; if the line be extended to include New York as a "locality affected," while a large majority of foundries have a normal 9-hour day the contracts providing therefor were made long before July 1, 1918, and expire December 31, 1918; a very respectable minority, moreover, operate even now under a basic 8-hour day at wages of $5.75 and upward.

In my judgment, however, the principle in question has an entirely different interpretation. If there are any real labor standards or wage scales in a particular industry or generally in any community, they are usually the result of years of struggle, the inevitable conflict between labor and capital under the prevailing industrial system. In times of peace, this struggle would continue; in a time of war, it must be checked. The country's need must be the first consideration of both parties; as the boys in the trenches stand ready to give up life itself, labor must stand ready to make its sacrifices, by overwork, of health and normal longevity; all standards must yield to the Nation's wants, but only to this. In so far as patriotism permits, they are to be conserved and regarded in making awards. Fairly interpreted, this provision makes the secured wage and time scales a foundation upon which to build, and not an obstacle in the path of progress except only as the exigencies of war may call for patriotic sacrifices.

The increased cost of living fully justifies the increased pay of $5.75 for the normal day, agreed upon by the parties since the expiration of the contract on July 1, 1918; that normal day, however, for the period from December 8 to December 31, 1918, should be an 8 instead of a 9 hour day, with time and a half at the rate of 72 cents per hour for overtime and double time for Sundays and holidays.

The award will be as follows:

Wages.—The minimum rate of wages to be paid members of the above-named local union shall be $5.75 per day of 8 hours.

Hours of work and overtime rates.—Eight hours shall constitute a day's work.

Overtime in excess of 8 hours shall be paid for at the rate of $1.08 per hour. Work performed on Sundays and holidays shall be paid for at the rate of $1.44 per hour.

Period of award.—This award shall take effect as of December 7, 1918, and shall continue in force until December 31, 1918.

Administration of award.—Should any difficulties arise in the application of this award, they shall, if possible, be determined by the parties in dispute through conference, and, if unable to thus settle such controversies, they shall be referred to the National War Labor Board for adjustment.

JULIAN W. MACK, *Umpire.*

Decision in re Employees v. Worthington Pump & Machinery Corporation, Power & Mining Machinery Works, Cudahy, Wis.

163. December 20, 1918.

TO THE NATIONAL WAR LABOR BOARD:

On the 7th day of December, 1918, the above case was argued before me in Washington. The record of the case was also submitted to me. As a result of my study of the record and the arguments I now respectfully make report as follows:

THE HISTORY OF THE CASE.

The Worthington Pump & Machinery Corporation has two plants at Cudahy, Wis., employing in all about 1,150 men and women. One plant is building engines for the Emergency Fleet Corporation; the other is building agricultural machines. The former is making money; the latter is losing money. The work being done for the Emergency Fleet Corporation is being done on a lump-sum contract and not on a cost-plus basis. The output of both plants is considered "essential."

On June 10 the machinists and electricians made certain demands upon the company, including, among others, a demand for an 8-hour day and a demand for "classification." These demands were refused by the company.

For the next six weeks there was considerable dissatisfaction among the employees. The situation is well described in the testimony of Mr. John G. Voight at the subsequent hearing before your examiner:

> The men in the shop became uneasy and were after the committee every day from June 16 until August 2, pressing the committee that something ought to be done. The men wanted to quit and go to different firms or different parts of the country. We urged them not to do so, but told them to stay because in the end we would finally get our demands.—(Record, p. 35.)

Early in August the situation became so serious that the company offered to submit the whole question to you. This was finally agreed to by the men.

A hearing was held in Milwaukee on August 14 by an examiner appointed by you. At this hearing a new set of demands was introduced by the machinists and electricians, who asked for a rate of pay slightly above that asked for in June. Boilermakers and patternmakers also presented demands at this hearing. Prior to the hearing the company had granted an 8-hour day.

At the hearing the following facts developed in regard to the wage situation:

> 1. The wages are considerably higher than they were immediately before the war, and have increased about as rapidly as has the cost of living. * * *
>
> The figures given, however, by the company are not strictly accurate, since the number of men working at the different machines is not given and therefore the real advance in wages is difficult to ascertain. [Examiner's report, p. 7.]
>
> 2. The wages are about the same as other plants in the neighborhood. [Examiner's report, p. 7.]
>
> 3. Although the wages paid by the company are about the same as those paid in other similar plants in the neighborhood, the conditions in this plant are less favorable on account of the distance from the city involving extra car fares and longer hours. This is pointed out by Mr. John D. Bird, manager of the company, in his testimony before your examiner:
>
> > We are located about 7½ miles from Milwaukee, and the other factories, with the exception of one, are very much closer. We are burdened with an additional fare, because of the recent decision of the State railroad commission to allow the interurban railroad companies more money for their

fares. Now, if we do not pay the men as much or more than was paid community industries, other industries in Milwaukee County, they would not go out to Cudahy to work. They would work closer to home. In the first place, a man likes to sleep a little longer, and if he has got to get up a half hour earlier to go to our plant than he has got to go to Filer & Stowell or some of the other plants, he is going to the closer plant, so, therefore, we are compelled, because of our situation, to pay as good or better wages than are paid in the same class of industry in the city, so, therefore, I am making that statement to show you that while the rates may be—may appear low in 1915, they were comparable with other like industries in Milwaukee County. [Original record, p. 150.]

4. Although the wages are about the same as other plants in the neighborhood, an examination of the wages paid tends to show that at present they are on a lower level than in other similar localities. The scale evidently being lower at the prewar period. [Examiner's report, p. 9.]

This has caused considerable unrest and also an increase in the labor turnover at these plants, as is shown from the following statement on page 5 of the examiner's report:

> The fact was clearly shown that agents have solicited skilled labor from Milwaukee for use in plants engaged on Government contracts. This has encouraged the employees to seek a higher wage level at Milwaukee and has caused an increase in the labor turnover, as many of the men are induced to leave for the plants in other cities where the higher wages are paid. [Examiner's report, p. 5.]

5. It was admitted by all parties to the proceeding, including representatives of other plants in Milwaukee, who testified in behalf of the Worthington Co., that any award made would have to be applied by all of the companies in Milwaukee if they desired to retain their employees. [Examiner's report, p. 4.]

The record discloses that the employers of the Milwaukee district are highly organized, and it is thought that any award in this case will affect all. It seems reasonable to feel that any attempted "classification" will involve all of the plants in this locality. [Examiner's report, p. 9.]

6. It was only because of the belief of the other employees of the other plants that an award in this case would be made soon, and that the award would be adopted by the other plants, that the men refrained from pressing complaints against the other plants and agreed to continue at work. "In all the plants, except the Worthington and the Peterson, the men have lost opportunity for increased wages from August, 1918, until the operation of the hoped-for awards in the Worthington and Peterson cases is effective. * * * The men are in an ugly mood at this time and the failure to provide for them (even though they are not officially before the board) will probably bring about serious difficulties in Milwaukee, when the expected awards are made." [Supplemental report of examiner, pp. 3 and 4.]

There was a hearing of the case before you in Washington. As a result of that hearing a decision was reached by you on the following points:

Hours.—That the number of working hours shall be the same as at present, namely, 48 hours per week.

Overtime.—That time and one-half shall be paid for all overtime, and double time for Sundays and such holidays as are fixed by the statutes of the State of Wisconsin.

Committees.—The company shall meet with the committees of its employees selected by the employees of the various departments.

Discrimination.—The principles of this board recognize the right of employees to organize into trade unions and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize shall not use coercive measures of any kind to compel any person to join their unions or to induce employers to bargain or deal with their unions.

Sanitary conditions.—It is recommended, in view of the statement by Mr. Bird, manager of the company, that he had asked for funds with which to provide proper quarters for employees at the works and that the company would speedily remedy the unsatisfactory quarters provided for the women, that these and other matters relating to sanitary conditions be left in the hands of the company and committees selected by the employees for adjustment.

Award effective.—This award shall be retroactive as of August 13, 1918, being the date upon which the employees returned to work following the submission of the case to this board.

Interpretation.—In the event of failure to agree as to the interpretation of this award, the secretary of the National War Labor Board shall appoint an administrator upon the

request of either party, who shall hear any differences arising in respect to the award and promptly render his decision, from which an appeal may be taken by either of the parties to the National Labor Board. Pending such appeal the decision of the examiner shall be enforced.

Duration of award.—This award shall be enforced for the duration of the war, except that either party may reopen the case before the War Labor Board on June 1, 1919, and at intervals of six months thereafter, for such adjustments as changed conditions may render necessary.

You failed to reach a unanimous decision in regard to extra pay for night work, the establishment of minimum wages for men and women, and the "classification" of employees.

POINTS AT ISSUE.

The questions before me for decision, therefore, are the following:

Shall night work receive extra compensation?—The employers say that no extra compensation should be paid; and say that extra compensation is not paid for night work by other similar plants in the neighborhood. They introduce no evidence to that effect. The employees ask for 5 per cent extra on night work.

Shall the minimum wage for men be set at 40 cents an hour or 42 cents an hour?—The employers say that 40 cents an hour is high enough. The employees ask for 42 cents an hour.

Shall the minimum wage for women be set at 30 cents an hour or at 35 cents an hour?—The employers say that 30 cents an hour is high enough. The employees ask for 35 cents an hour.

Shall a system of "classification" be established with minimum rates of wages for the different classes?—The employers say that "classification" should not be established. The employees ask for "classification" as follows:

	Cents per hour.
Machinists	75
Specialists and handymen	65
Machinists' helpers	50
Electricians	75
Crane operators	70
Electricians' helpers	50
Patternmakers	80
Boilermakers	72½
Layerouts and flange turners	77½
Boilermakers' helpers	50

GOVERNING PRINCIPLES.

The principles which must govern me in deciding these four questions have been laid down by you in the past and are the following:

Existing conditions.—In establishments where the union shop exists the same shall continue, and the union standards as to wages, hours of labor, and other conditions of employment shall be maintained.

In establishments where union and nonunion men and women now work together and the employer meets only with employees or representatives engaged in said establishments, the continuance of such conditions shall not be deemed a grievance. This declaration, however, is not intended in any manner to deny the right or discourage the practice of the formation of labor unions or the joining of same by the workers in said establishments, as guaranteed in the preceding section, nor to prevent the War Labor Board from urging, or any umpire from granting, under the machinery herein provided, improvement of their situation in the matter of wages, hours of labor, or other conditions as shall be found desirable from time to time.

Established safeguards and regulations for the protection of the health and safety of workers shall not be relaxed.

Women in industry.—If it shall become necessary to employ women on work ordinarily performed by men, they must be allowed equal pay for equal work and must not be allotted tasks disproportionate to their strength.

Custom of localities.—In fixing wages, hours, and conditions of labor, regard should always be had to the labor standards, wage scales, and other conditions prevailing in the localities affected.

The living wage.—The right of all workers, including common laborers, to a living wage is hereby declared. In fixing wages, minimum rates of pay shall be established which will insure the subsistence of the worker and his family in health and reasonable comfort.

EXTRA COMPENSATION FOR NIGHT WORK.

You have already, from time to time, decided that night work should receive an extra compensation of 5 per cent. Among other cases where you have reached this decision are:

Employees *v.* General Electric Co. of Schenectady, Docket 127.
Employees *v.* Pollak Steel Co., Docket 102.

Your decisions in these other cases are, it seems to me, based on sound economic reasoning. Night work should receive a larger compensation because it involves a greater strain in all ways upon the employee. A careful study of the brief prepared by Mr. Justice Brandeis in "The People of the State of New York *v.* C. S. Press," in April, 1914, can not fail to convince one of this fact. The statements contained therein are so clear and to the point that I am going to quote several of them in support of each of the following contentions:

In the first place, a night worker does not get so much sleep as a day worker, and sleep in the daytime is not so good.

> The most serious physical injury wrought by night work is due to the loss of sleep it entails. This is because recuperation from fatigue and exhaustion takes place only in sleep, and takes place fully only in sleep, at night. [Brandeis's brief, p. 1.]
>
> The degree of fatigue developed was greater during the night shift than during the day. [Brandeis's brief, p. 6.]
>
> They (the men) are to a great extent victims of insomnia, being unable to sleep in the daytime after night work and can not enjoy a sound night's sleep in the week of their day work; the men, in consequence, become nervous and depressed. The irregular meals, hurriedly partaken of, disorder the stomach and seriously affect all the organs of digestion, and thus a great deal of time is lost from illness. [Brandeis' brief, p. 11.]
>
> In the forefront of the effects of night work upon health stands, to our mind, the loss of night rest. Sleep at night is certainly far preferable to sleep by day. It is, as everyone knows from his own experience, much deeper, heavier, more refreshing, in a word, more restorative.
>
> The inadequacy of day sleep is aggravated, for the men who work at night, by special circumstances affecting both its quantity and its quality. Consider first the case of the grown men. We find from personal observation and inquiry that living conditions and family habits and occupations all have their part in the result. The laborers' dwellings are generally small, noisy, and not well protected from the weather; and the laborer has not the chance that the rich man has to find out a cool and quiet room, darkened for his mid-day nap, but has to put up often with the one room the family possesses—a room in which all the regular activities of the hoe are going on, and sometimes tenement industries as well. [Brandeis's brief, p. 16.]

In the second place the lack of sunlight involved in night work is injurious:

> Workers who are employed at night are inevitably deprived of sunlight. Scientific investigation has proved that the loss of sunlight is injurious in two ways: First, it results in serious physical damage, both to human beings and to animals. Night workers whose blood was examined showed a marked decrease in the red coloring matter, resulting in a state of chronic blood impoverishment. Second, the loss of sunlight favors the growth of bacteria, such as the germs of tuberculosis. Conversely, the light destroys bacterial life. It has been called the cheapest and most universal disinfectant. [Brandeis's brief, p. 47.]
>
> It has also been shown that animals kept in the dark without sunlight suffer a loss of the red coloring matter in the blood. The same is found true of night workers who are deprived of sunlight; impoverished blood is one of the main symptoms. This fact was confirmed by an examination of 800 bakers by the investigators of the commission, described in its preliminary report. Night work was found to increase their morbidity and mortality as well as to upset all the normal habits of social life. [Brandeis's brief, p. 48.]

In the third place, night work has an injurious effect upon the eyesight:

> Night work often results in lifelong injury to the eyes. The danger of eye strains from close application to work is intensified at night by insufficient and improper lighting of workrooms. While it is true that the more general use of electric lighting has improved the illumination of work places and has lessened the vitiation of the air due to gaslighting, yet it has introduced new elements of injury. The glare of excessive or unshaded lights may be as injurious to the eyes as insufficient illumination. Moreover, experience has shown that injuries to the eyes affect general health disastrously. [Brandeis's brief, p. 60.]

In the fourth place, it has a directly injurious effect on the general health of the worker:

> The digestive system undergoes functional changes owing to irregularity of meals and night work; appetite fails, breathing becomes labored, the tongue coated, there is frequently weight in the stomach, with sour eructations and constipation. Finally, dyspepsia sets in and may lead to serious gastroenteritis. Lesions occur—if only functional—of the organs that should supply fresh fuel, and the worker's face indicates a condition of incipient anemia, of general debility.
>
> The respiratory and circulatory systems of night workers do not present specific functional alterations except a frequent sensation of shortness of breath and of palpitation of the heart, to which many can bear witness. The procreative power of men is diminished or impaired and the effect on the female generative organs is also injurious. [Brandeis's brief, p. 113.]

In the fifth place, it interferes seriously with family life and lowers the moral standards:

> The workers detest night work, because it is more exhausting. Day sleep is less refreshing. The number of meals necessary in the family budget is increased, extra cooking must be done, and the family order and system are disjointed. Night product is inferior; accidents are more numerous; machines suffer more damage; drunkenness increases, and a lower moral standard is established by night work. Switzerland does not hesitate to condemn it, and she has put a stop to it even in many industries where other countries regard it as indispensable. [Brandeis's brief, p. 260.]
>
> The baker sleeps little as a rule, and the sleep he does get is a troubled kind of sleep, broken by noises that go on in the house and out of doors. He goes back to work in the evening without having had the rest he needed. Thus his body is often weakened, his health is broken, his spirits are dulled—and he becomes defenseless against the most dreaded diseases. His nervous weakness, too, makes him subject to violent reactions from even the slightest stimulation, since his inhibitory centers have, as it were, ceased to function.
>
> And all this is encouraged by the fact that his manner of life makes it difficult for him to have a family. He is often driven to seek distraction and forgetfulness of his abnormal life in violent pleasures; or he turns to easier amours * * * as a substitute for the comforts of family life. [Brandeis's brief, p. 262.]

Finally, it interferes with efforts to promote education and reduce illiteracy:

> Night work and late overtime hours prevent the workers from taking advantage of the educational opportunities offered by enlightened communities, such as evening schools, public lectures, libraries, etc. [Brandeis's brief, p. 263.]
>
> For real cultivation of the mind two things are chiefly requisite—the one, incitement and guidance; the other, intellectual companionship. And how are these to be had when one's evening and night are given up to mechanical labor and one's day to sleep, to amusement, or, as often happens, to some secondary trade? The most stimulating club meetings and other gatherings, the instructive lectures and courses, the reading of newspapers and books—all these things go on almost exclusively in the evening and in the early part of the night; the night worker is therefore cut off from them, and this alone means an irreparable loss of opportunity for a development that broadens the mind, enlivens the spirit, and often makes for practical advancement also. [Brandeis's brief, p. 275.]

In view of all these facts I rule that—

Men employed on the night shift shall receive compensation 5 per cent higher than those employed on the day shift.

MINIMUM WAGE FOR MEN.

There is no difference in principle between the employer and the employees, since the employer agrees to a 40 cent minimum, while the employees ask for a minimum of 42 cents.

I have gone very carefully over the memorandum on the "minimum wage and increased cost of living" prepared for you. I find that 42 cents is as low as any of the workers' living wage budgets, even assuming that the difference in the cost of living between Milwaukee and New York is as great as the difference in the cost of food between those two places. Moreover, you have already frequently established 42 cents as the minimum rate for men. Therefore I rule that—

In no case shall any male employee 21 years or over receive less than 42 cents per hour. Provision may be made, however, for pensioners, i. e., old or disabled men.

MINIMUM WAGE FOR WOMEN.

You have, from time to time, established a minimum wage for women, giving a 30 cents per hour rate in the Pittsfield General Electric case, and $15 per week in the

Schenectady General Electric case. I have made a study from all the data I could obtain of the actual cost necessary to maintain a woman in industry in "health and reasonable comfort." I realize that a surprising number of women in industry have to support dependents; but I have been unable to find the percentage of such women in Milwaukee, and have, therefore, disregarded this particular feature of the situation. I also realize that loss of time from sickness makes an additional burden upon women in industry.

I am convinced that the smallest rate of pay on which a woman in industry, without dependents, can maintain herself in "health and reasonable comfort" is 35 cents per hour, and I therefore rule that—

Women must be allowed equal pay with men for equal work, and must not be allotted tasks disproportionate to their strength. In no case should any female employee 21 years or over, having six months of experience in the plant, receive less than 35 cents per hour.

CLASSIFICATION.

The arguments advanced by the employer against "classification" are extremely confused and seem to be directed partly against the principle of classification and partly against the minimum rates asked for in the various classes. Their arguments fall under the following broad heads:

1. Your board has no power to establish a system of classification.
2. The classification of men by machines, which now exists, is a natural growth and must, therefore, not be interfered with by your board.
3. Classification is too difficult an undertaking for your board, or your umpire, sitting in Washington, at such a great distance from the local conditions.
4. Classification if made by your board through a local investigation is too expensive.
5. Classification will make it less easy to base wages on skill.
6. The rates of wages now paid by the Emergency Fleet Corporation are too high for competitive industries.

The first argument, namely, that of jurisdiction, can be dismissed by pointing out that your board has already established systems of classification in various cases, acting presumably under the broad principle that the clause relating to nonunion shops "is not intended in any manner * * * to prevent the War Labor Board from urging, or any umpire from granting, under the machinery herein provided, improvement of their [the workers] situation in the matter of wages, hours of labor, or other conditions as shall be found desirable from time to time." Classifications were established by you in the Coffeyville case, Docket 97, the Waynesboro case, Docket 40, and the Worthington Pump (East Cambridge) case, Docket 14.

The second argument, namely, that because the old system of classification is a natural growth no change must be made, is an argument which, if taken literally, would have destroyed all progress in the past. If a change is wise on its merits, the mere fact that it may change or alter a natural growth should not prevent its being adopted.

In discussing the question of classification on its merits, the matter falls naturally under two separate heads, and under these two heads the remaining arguments advanced against classification, by the employers, will be discussed.

These two heads are:

First. The principle of classification by trades.
Second. The minimum rates to be established in the different classes.

First. The principle of classification by trades.

I believe that the principle of classification by trades is sound. I base my belief on the following grounds:

(*a*) *It is simple and practicable.*—The classification of workers by their various trades, as distinguished from the present system of classification, by the various machines, is simple and practicable. It has been worked out carefully by the Emergency Fleet Corporation and the United States Navy. Although there has been considerable criticism of the minimum rates established by the Fleet Corporation and by the Navy, there has been no criticism of the methods of classification, which have shown themselves to be extremely practicable and to work well in practice.

(*b*) *It makes it easier to grade the men according to their skill.*—It should be borne in mind that the system of classification asked for by the workers involves: First, the division of the workers into different trades; and, second, the subdivision of the workers in different trades into groups, determined by the skill of the worker. For instance, there are machinists and electricians, and other trades; and within the trade

or machinists there are "helpers," "handymen" or "specialists," and "machinists," based on the skill and experience of the individual worker.

This trade subdivision can be supplemented at the option of the employer by a greater number of subdivisions, also based on skill, such as first, second, and third class machinists. In other words, the men of each trade can, under this system, be graded, beginning with the common laborer who gets the minimum rate of wages based on the cost of living and going right up to the most skilled mechanic. The question of whether a man in a particular trade should be in one class or another of his trade is to be decided, in accordance with the award of your board already agreed upon in this case, by representatives of the company and of the employees, and in case of failure by them to agree, by your board.

I am convinced, therefore, that when this system of classification is clearly understood it will be seen to work out to the advantage of both employees and employer as a satisfactory method of seeing that each man has his wage based upon his skill and not upon the strategic advantage which either the employer or the employee may have at the particular moment when the wage bargain is made.

(c) *It tends toward the establishment of standards and the ascertainment of actual facts.*—I am convinced, from my study of this case and other data, that one of the great difficulties in the present industrial situation in the United States is lack of knowledge of the facts. This lack of knowledge, and resulting confusion, is due largely to the lack of standardization in wage rates. The situation in the plant of the Worthington Pump Co. gives a vivid illustration of this. It is absolutely impossible for even the employers themselves to compare their wage rates with the wage rates of their competitors, because their wage rates are divided into over 60 different classes. This multiplicity of classes, and lack of standardization, is at times injurious to the employees, because it enables the employers to reduce the rate of wages arbitrarily by splitting up the employees into different groups. At other times it works against the interest of the employer by preventing him from getting the data necessary, in order to have him find out whether his plant is being conducted efficiently. From the public point of view it interferes with the knowledge of wage conditions, which is essential for the passage of sound economic laws. Therefore, from the public point of view, and from the point of view of both employers and employees, anything that tends toward the standardization of wages and toward the ascertainment of the exact facts involved is, in the opinion of your umpire, a step in advance.

For these reasons I believe that the "principle of classification by trades" along the lines demanded by the employees should be established.

Second. The minimum rates to be established in the different classes.

Though the Emergency Fleet Corporation and the United States Navy classification rates may be too high for competitive industry, the relative proportion of these rates is good. They were carefully studied before they were put into effect, and their proportion has not been subjected to criticism. Therefore your umpire feels that your board in establishing a system of classification should keep as nearly as possible the same proportions as were established by the Emergency Fleet Corporation and the United States Navy.

The minimum wage of 42 cents an hour, established by you in previous cases and asked for by the employees in this case, is about 90 per cent of the minimum established by the Fleet Corporation and the United States Navy, namely, 46 cents an hour.

I feel that this difference is a fair one and that it should be extended to the minimum rates for the various classes involved.

I think that the minimum rates asked for by the men should be granted, except in so far as they exceed 90 per cent of the corresponding rates established by the Fleet Corporation and the Navy.

I therefore rule that—

A system of classification shall be established and the minimum rates of pay shall be as follows:

	Cents per hour.
Machinists	72
Specialists	56
Machinists' helpers	49
Electricians	72
Crane operators	70
Electricians' helpers	49
Pattern makers	77½
Boiler makers	72
Layerout and flange turners	77½
Boilermakers' helpers	49

Local machinery for classification.

I feel that there should be some machinery established by which these various minimum rates can be changed as conditions change, and by which new classes for trades in these plants, not represented before your board, can be established, these changes and additions, however, to be consistent with the general principles laid down herein. I therefore rule that for this purpose—

A permanent committee of four persons shall be appointed, two of whom shall be designated by the company and two by the workers. The decision of any three of these shall be binding. In the event of failure of the committee to reach an agreement, the case may be referred to the administrator appointed by the secretary of your board under the award already agreed upon by your board in this case, who shall promptly render his decision, from which an appeal may be taken by either of the parties to your board; pending such appeals, the decision of the administrator shall be in force. This committee may from time to time change the minimum rates for the classes hereby established, and may provide new rates for additional classes, subject, however, to the general principles laid down herein.

RECOMMENDATIONS REGARDING SIMILAR PLANTS IN MILWAUKEE DISTRICT.

Although the other similar plants in the Milwaukee district are not before you, or me, and can not, therefore, be covered by this award, yet I think the advice of your examiner, in his supplemental report, should be followed. Therefore, in justice to the employees of these plants and in view of the general industrial situation in that district, I urge the management of these plants to conform with the terms of this award and to make their wage adjustment similarly retroactive.

SUMMARY OF DECISION.

In review, I have decided th e various points at issue, as follows:

Extra compensation for night work.—Men employed on the night shift shall receive compensation 5 per cent higher than those employed on the day shift.

Minimum wages for men.—In no case shall any male employee 21 years or over receive less than 42 cents an hour. Provision may be made, however, for pensioners, i. e., old or disabled men.

Minimum wage for women.—Women must be allowed equal pay with men for equal work and must not be allotted tasks disproportionate to their strength. In no case should any female employee 21 years or over, having six months of experience in the plant, receive less than 35 cents an hour.

Classification.—A system of classification shall be established and the mimimum rates of pay shall be as follows:

	Cents per hour.
Machinists	72
Specialists	56
Machinists' helpers	49
Electricians	72
Crane operators	70
Electricians' helpers	49
Pattern makers	77½
Boiler makers	72
Layerout and flange turners	77½
Boiler-makers' helpers	49

Local machinery.—A permanent committee of four persons shall be appointed, two of whom shall be designated by the company and two by the workers. The decision of any three of these shall be binding. In the event of failure of the committee to reach an agreement, the case may be referred to the administrator appointed by the secretary of your board under the award already agreed upon by your board in the case, who shall promptly render his decision, from which an appeal may be taken by either of the parties to your board; pending such appeals, the decision of the administrator shall be in force. This committee may from time to time change the minimum rates for the classes hereby established and may provide new rates for additional classes, subject, however, to the general principles laid down herein.

Respectfully submitted.

MATTHEW HALE, *Umpire.*

DENIAL OF EMPLOYERS' MOTION FOR REHEARING.

March 25, 1919.]

On December 20, 1918, my decision in the above case was received by the National War Labor Board. On January 18, 1919, the employers filed a motion for a rehearing.

I have read with great care the reasons set forth by the employers in this motion for a rehearing. The points brought up in this motion for a rehearing are the same points that were argued before me when the case was originally heard by me. No new facts are brought out.

I see no reason to change any of the opinions I expressed in regard to any of these matters.

Therefore I must deny the motion for a rehearing.

Respectfully submitted.

MATTHEW HALE, *Umpire.*

Award in re Federal Labor Union No. 15047 v. Union Carbide Co., Sault Ste. Marie, Mich.

174. January 15, 1919.

Collective bargaining.—The principles upon which the National War Labor Board is founded guarantee the right to employees to organize and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions nor to induce employers to bargain or deal with their unions. As the right of workers to bargain collectively through committees has been recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

Hours of labor.—Hours of labor to continue as at present.

Wages.—The basic hourly rates of wages in effect October 1, 1918, are to be increased 10 per cent, and retroactive pay is to date from that time. The company is given until February 15, 1919, to make payment of back wages and is to receive consideration for any increases given since October 1, 1918, in the basic hourly rates.

NOTE.—The production and attendance bonuses earned by the employees are not to be computed as part of the basic rate. From and after the date of this award it is optional with the company as to the continuance of the attendance and production bonuses.

Interpretation of award.—Should any differences arise relative to the application and interpretation of the terms of this award, upon request by either party to the secretary of the National War Labor Board an administrator will be provided to supervise its application. The administrator in such cases shall hear any differences arising between the parties and promptly render his decision, upon which an appeal may be taken by either party to the National War Labor Board.

Duration of award.—This award shall be in effect for the period of the war, provided that on April 1 and at six months' intervals thereafter application may be made by either party for such adjustment as changed conditions may render necessary.

C. E. MICHAEL,
ADAM WILKINSON,
Section.

Findings of Joint Chairmen as Arbitrators in re Employees v. Boston Elevated Railway Co.

181. October 2, 1918.

The arbitrators make the following findings and award:

Wages.—The arbitrators are fixing these rates for the period of the war only, and therefore substitute for extended graduation of rates by years a shorter period for the increases.

The wage scales to be paid all motormen, conductors, guards, and brakemen shall be:

Surface lines, motormen and conductors—
- First three months of service, 43 cents per hour.
- Next nine months of service, 46 cents per hour.
- Thereafter, 48 cents per hour.

Rapid transit lines, motormen—
- First three months of service, 45 cents per hour.
- Next nine months of service, 48 cents per hour.
- Thereafter, 50 cents per hour.

Rapid transit lines, guards—
First three months of service, 43 cents per hour.
Next nine months of service, 43¾ cents per hour.
Thereafter, 44½ cents per hour.
Rapid transit lines, brakemen—
First three months of service, 40 cents per hour.
Next nine months of service, 41 cents per hour.
Thereafter, 42½ cents per hour.

Wages of other employees.—The wages of employees other than those fixed above which have been submitted to the arbitrators for fixation and over which the arbitrators have jurisdiction shall be increased by the same percentage that the maximum of the wage scale paid to surface motormen and conductors is increased by this award; provided, however, that if this percentage increase does not bring the wage of any adult male employee up to the minimum of 42½ cents per hour, he shall be paid said minimum of 42½ cents per hour, and provided further that where women are employed in the same classification as men, they shall be paid equal pay for equal work.

The foregoing provision shall not apply to such employees who are already receiving union craft rates.

Schedule of hours.—The arbitrators recommend that for the duration of the war the agreement as to schedule runs on both the surface and the rapid transit lines be modified so that 55 per cent instead of 70 per cent of the schedule runs are to be laid out with outside time not to exceed 11 hours.

Interpretation of award.—For the purpose of securing a proper interpretation of this award, the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending a final adjudication of the appeal the decision of the examiner shall be binding.

Period of award.—This award is to take effect as of June 15, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' interval, beginning April 1, 1919, for such adjustment as changed conditions may render necessary.

The company shall be allowed until December 1, 1918, to make the payment to its employees of the back pay due them under this award.

Financial recommendation.—The award in this case is an increase in the maximum wages of surface motormen and conductors from 37½ cents to 48 cents per hour. The increase is substantial, but is fair. It is required by the increase in the cost of living and brings the wage in Boston only up to a parity with wages of motormen and conductors in other cities of similar importance, where the cost of living is at most not higher than it is in Boston. The fare rate in Boston is elastic under the legislation recently enacted, and is intended to be fixed from time to time at such a point where the earnings will cover operating costs, fixed charges, and a reasonable return upon the capital stock.

If the company needs coal or steel in the operation of its road it must pay the war prices for these commodities or go without. Similarly if it needs labor, it must also pay a price commensurate with the present exigency, a price that will enable its employees to meet their greatly increased expenses. In justice the public should pay an adequate war compensation for a service that cannot be rendered except for war prices.

WM. H. TAFT.
FRANK P. WALSH,
Arbitrators.

DECISION OF ARBITRATORS ON APPEAL IN RE WOMEN COLLECTORS ON LINES OF BOSTON ELEVATED RAILWAY CO.

December 5, 1918.]

This is an appeal heard before the recess committee and referred to the joint chairmen, who sat as arbitrators in the original case, before whom such appeal should come. After having considered the ruling of the examiners in this case, in which they hold that the compensation of women collectors here is not to be determined by reference to the minimum limitation of adult male wages, we approve such interpretation of the award; but looking further into the case we find that the compensation fixed by the award, as interpreted by the examiners, is not adequate, and we find that the woman collectors should receive 40 cents an hour.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

MODIFICATION OF AWARD.

January, 15, 1919.]

An award was made in the above case October 2, 1918, by the undersigned acting as arbitrators. Subsequently an agreement has been reached between the representatives of the company and of the employees and of the Commonwealth of Massachusetts respecting the rates of wages which should be paid to certain classes of the employees. We have been asked to approve all these rates as thus agreed upon and we hereby find that the following wages should be established:

Car house repairmen:
- First class, 55 cents.
- Second class, 50 cents.
- Third class, 45 cents.

The first class shall include men on the rapid transit lines now receiving 48¾ cents and men on the surface lines now receiving 43¾ cents.

The second class shall include men on the rapid transit lines now receiving 43¾ cents and men on surface lines who, prior to the board's award, received 30 cents plus 2 cents per hour, or men who have been promoted to that class since the award.

The third class shall include men on the rapid transit lines now receiving 42½ cents per hour and men on surface lines who, prior to the award, received 26 cents plus 2 cents, or men who have been promoted and appointed car house repairmen since that time.

	Cents.
Trackmen (surface and rapid transit):	
Night men	50
Day men	48
Welders	60
Rail grinders:	
First class	53
Second class	50
Switch repairmen	50
Center plate repairmen	50
Track walkers	50

These wages are to be paid as of November 16, 1918, and the company is to be allowed until March 1, 1919, for the payment of the back pay due the employees under this supplementary award.

The provisions of the original award are still to apply except as changed by the above,

WM. H. TAFT,
BASIL M. MANLY,
Arbitrators.

Awards in re Machinists et al. v. Employers of Madison, Wis.

195. February 19, 1919.

This case was jointly submitted for decision as to labor disputes between employers and employees in the city of Madison, Wis. An agreement of submission was signed by or for the following companies and corporations:

Southern Wisconsin Foundry Co.	Gisholt Machine Co.
Steinle Turret Machine Co.	Fuller & Johnson Manufacturing Co.
C. F. Burgess Laboratories.	Madison-Kipp Lubricator Co.
Burgess Battery Co.	Scanlan-Morris Co.
Northwestern Ordnance Co.	

The War Labor Board could not reach a unanimous conclusion, and the case is here for determination by reference under the rules.

There are 16 industries in the city of Madison which may be denominated as manufacturing establishments. Evidence was submitted by most of them, but in the absence of an agreement for submission of the controversies by both parties no determination can be properly made. The C. F. Burgess Laboratories is a holding company for the Burgess Battery Co. It employes a few persons, largely in office work. At the hearing no one appeared in any capacity to make demands on behalf of the employees, or to introduce evidence.

It was agreed at the hearing that the controversies between the employers and employees of each company should be separately considered.

The demands the employees made of each company were identical and were submitted early in the month of June, 1918. In brief, they are as follows:

1. An increase in the minimum wage rate equal to that granted by the Great Lakes shipping award.

2. A system of collective bargaining through the agency of shop committees elected for that purpose.

3. That 8 hours be established as the basic work day.

4. Time and one-half for overtime, except Sundays and holidays, for which double time shall be paid, and an additional 5 per cent for men on night work.

5. The abolition of the bonus and premium systems, and the establishment of a flat hourly rate.

6. The establishment of a minimum wage for women, with a 48-hour week as a maximum.

7. The increase of wages as granted to be retroactive as of June 10, 1918, with an adjustment as of that date of all bonuses earned.

8. Award to apply to men and women employed on piecework, by the hour, day, week, or month, excluding the employees working in the offices.

9. Women to receive the same wage as men for the same work.

10. That if there be an award based on the Great Lakes shipping schedule, as of April, 1918, that any increase granted in that industry prior to February 1, 1919, shall automatically apply to the Madison plant.

These demands were refused by the employers, and there were strikes in a few of the plants, which were terminated on the agreement of submission.

Madison is not what is known as an industrial center. It is a city of about 38,000 people, located in the midst of an agricultural region, about 80 miles west of Milwaukee, Wis., and about 140 miles northwest of Chicago, Ill. It is the capital of the State, and the seat of the University of Wisconsin. There are no large manufacturing cities near Madison, and the cost of living is low compared with many other cities of equal or greater population in the same general territory. In short, the conditions of living and of labor and employment in Madison are not fairly to be compared with those in any shipyard on the Great Lakes, or with Milwaukee or Chicago. There is no organization of the manufacturing interests of Madison.

The manufacturing industries in Madison are comparatively small, employing relatively few men. The workmen are engaged in special employment, not comparable in all respects to the classes defined and outlined in the Great Lakes award. Many of the employees in Madison have continued with the same factory for years, having no previous experience. Many, if not most of them, were recruited from farms, railroads, or other activities in the region. Separated from the particular employment in which they have specialized for years they would have no particular fitness for employment elsewhere. That is to say, employees called machinists, etc., are not those who have had years of apprenticeship and who could take a set of blue prints and erect a machine. They have learned to operate a particular machine to produce a certain article or part of an article. It is true that in some factories in Madison there are a few men who could qualify as machinists, molders, etc., in the accepted meaning of the terms, but for the most part such workers are employed as foremen or superintendents. It would no doubt be possible to classify the employees in each industry in Madison, but the result would not, under present conditions, lead to uniformity of wages as between the different industries, or conduce to greater equality of payment or circumstances respecting employment.

Madison is an established community, where the workers, to an unusually large extent, own their own homes or have resided there for a long time, so that the conditions are entirely different from those which obtain where workmen are entitled to higher wages as compensation, in part, for the added expense and inconvenience of living accommodations. In the shipbuilding industry contracts are ordinarily of long duration and are on a noncompetitive basis, while in Madison the business, for the most part, is on a highly competitive basis and of an utterly different sort from shipbuilding.

However, the workman, wherever he may be, is worthy of his hire. We are bound to take into consideration the high cost of living when measuring his compensation for a day's work. The record shows that the cost of living in Madison has not increased on the whole as rapidly, nor reached as high a level, as many other points to which reference is had in evidence. In fact, the evidence as to the cost of living is not extended nor convincing. It can not be determined on this record just what daily charges the factory workers of Madison are required to meet in order to insure to them a comfortable living. It appears that the increase in living costs in Madison was about 60 per cent greater in 1918 than in 1914. Certain workers find it difficult to secure the ordinary comforts of life at the wages they receive from some of the employers in Madison. Such a condition ought not to exist anywhere. A worker is entitled, if he be sober and industrious, as a matter of right, to something more than the bare living cost. His right is to receive a wage that shall insure to himself and dependents those ordinary comforts of life that go to make up a happy home.

It is argued by the employers that because their employees have had their wages increased from time to time, so that the wages now received represent about the same percentage of increase as the increase in living cost, they have done their full duty in the premises. This, of course, must be based on the assumption that in 1914 the wages paid represented all that the worker was then entitled to, which assumption is not established on this record.

It is also argued by the employers that the wages now paid in the factories of Madison are as high as, or higher than, are paid by the State of Wisconsin and the city of Madison, and that therefore a wage level is established which it would be unwise to change or disturb. This argument has little force. Carried to its logical conclusion, workers would always be required to accept low wages, provided the majority in the same community received low wages. It would always mean a reduction to the lowest level, which is neither just to the worker nor the community as a whole. In any event, there is no just comparison between workers in factories and those employed by State or municipal authorities. Certainly unduly low wages paid by the latter can not rightfully constitute the just measure for the former. The test is not so much what the level is, as how that level measures up with the cost of living. Workmen are entitled to comfortable living wages, and no comparisons that might be presented are sufficient to overturn or outweigh that principle.

It has been frequently decided by the War Labor Board that the minimum hour's wage, based on an 8-hour day, should not be less than 40 cents. In a number of cases the minimum wage has been fixed at 42½ cents an hour. (See Docket No. 163, In Re Employees *v.* Worthington Pump & Machinery Corporation, Power & Mining Machinery Works, Cudahy, Wis.) Conditions of living at Madison are exceptionally favorable. It is a well-nigh universal rule, where the question has been raised and decided, that 5 per cent to the rate for daywork should be added for night work.

With respect to women, it is settled by numerous decisions that 35 cents an hour is a reasonable minimum; and it is agreed by the employers in these cases that women should receive the same wages as men for the same work, and should not be required to perform work beyond their strength.

With one or two exceptions, hereinafter noted, the basic day's work in Madison is 10 hours, with half a day off on Saturday in the summer time, and with no extra compensation for overtime or for work during holidays. The time has now come as a settled national policy that 8 hours shall constitute the basic day's work. It is not necessary to repeat arguments that sustain this principle. It is sufficient to refer to the packing-house case decided by Judge Alschuler, and the decision by Justice Clark in Award In Re Molders *v.* Wheeling Mold & Foundry Co., Wheeling, W. Va., and the decision of the Railroad Wage Commission.

The question here is not whether 8 hours shall constitute the limit of time beyond which a worker shall be permitted or required to work. The question is with respect to the establishment of an 8-hour basic day's work with time and one-half for overtime and double time for work on Sundays and holidays. On reason and authority both these contentions have frequently been decided in favor of the employee's contentions.

The principles upon which the War Labor Board was founded recognize the right of employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of the right to organize shall not use coercive measures of any kind to compel persons to join their unions, or to induce employers to bargain or deal with their unions.

AWARDS.

Southern Wisconsin Foundry Co.

This concern is strictly a foundry. It does a general jobbing business in the foundry line, principally for local concerns, although some business is done for outside interests. At the date of the hearing there were about 88 men employed. It is stated on argument that about 48 men are now employed. Ten hours is the basic day's work, and the company has agreed to pay time and one-half for overtime. The president of the company testified that he preferred to deal with his employees collectively as respects wage and other controversies. From a statement filed by the employer it appears that the average daily wage paid during the year 1918 was $3.667, ranging from an average of $4.416 for molders to an average of $2.998 for helpers and laborers. The average per cent of increase in the daily wage from 1913 to 1918 is 0.5071. It is a little difficult to determine what the actual hourly rate of pay is, but

from the evidence it appears to range from 55 to 22 cents per hour. No bonus or premium systems are maintained at this plant. No women are employed in factory work.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid employees of this concern who are over 21 years of age and have been employed by the company for six months or more, shall be 40 cents on the basis of an 8-hour day. This shall not be construed so as to reduce any hourly rate received by any employee on August 1, 1918, including any increases granted since that date. Provision may be made, however, for pensioners, i. e., old or disabled employees.

Hours of work and overtime rates.—Eight hours shall constitute a day's work. Time in excess of 8 hours shall be paid for at the rate of once and one-half the hourly rate, based on what the employee was receiving on August 1, 1918, including any increases granted since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid at double the daily hour rate based on what the employee was receiving on August 1, 1918, taking into account the minimum herein prescribed and including any increases granted since that date.

Night work.—If night work is performed it shall be at an increase in wages of 5 per cent over the day rate.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payments to its employees of back pay, if any, due them under this award.

Administration of award.—Should any difficulties arise in the application of this award, they shall, if possible, be determined by the parties in dispute through conference, and if unable to thus settle such controversies they shall be referred to the National War Labor Board for adjustment.

Steinle Turret Machine Co.

This company is engaged in the manufacture of a turret machine lathe. It has no direct Government contracts. The president of the company has refused and does refuse to recognize his employees collectively, insisting that he pays his employees with respect to their individual merit as workmen. He further insists that any other system would be contrary to the best interests of his plant and of his employees. His attitude caused much unrest among his employees, 97 per cent of whom belong to different labor unions. On August 1, 1918, his employees struck and refused to work, but through the efforts of Government officials they were induced to return to work the next day.

This company had in its employ about 250 men at the time of the hearing. The company operates on a 10-hour basis day, with no increase for overtime. There are now no bonus, premium, or piecework systems in operation. At the date of the hearing no women were employed, but it was stated by the president of the company that he designed to employ women in the future.

From figures submitted by the company giving the names of all employees it appears that the average hourly wage during the year 1918 was 38.4 cents. The general range is from 30 to 50 cents, with one employee at 70 cents and one at 20 cents. From figures submitted by the employees, who classified themselves, the following wages per hour are obtained:

69 machinists average 39.6 cents per hour.
15 specialists average 32.1 cents per hour.
1 blacksmith averages 60 cents per hour.
6 painters average 33.8 cents per hour.
4 laborers average 31.1 cents per hour.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid the employees of this company who are over 21 years of age and have been employed by the company more than 6 months, shall be 40 cents on the basis of an 8-hour day. This shall not be construed so as to reduce any hourly rate received by any employee on August 1, 1918, taking into account the minimum herein prescribed and including any increases granted since that date. Provision may be made, however, for pensioners, i. e., old or disabled employees. If women are employed, the minimum rate of hourly wages to those who are over 21 years of age and have been employed by the company for more than 6 months, shall be 35 cents on the basis of an 8-hour day. Women employees must be allowed equal pay with men for equal work, and must not be allotted tasks disproportionate to their strength.

Hours of work and overtime rate.—Eight hours shall constitute a day's work. Time in excess of 8 hours shall be paid for at the rate of one and one-half the hourly rate,

based on what the employee was receiving on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid at double the daily hour rate based on what the employee was receiving on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date.

Night work.—Those employees employed on the night shift shall receive 5 per cent higher rates than those similarly employed on the day shift.

Committees.—The right of workers to organize into trade-unions, and to bargain collectively through their chosen representatives, is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them, and the employer shall meet with committees of his own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by employers against employees for membership in a labor union, or for legitimate trade-union activities.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payments to its employees of back pay, if any, due them under this award.

Administration of award.—Should any difficulties arise in the application of this award, they shall, if possible, be determined by the parties in dispute through conference, and if unable to thus settle such controversies they shall be referred to the National War Labor Board for adjustment.

Burgess Battery Co.

This company is engaged in the manufacture of dry batteries as used for gas engine ignition, telephone and signal service, and flashlight batteries, used for portable lighting, ear phone, and other purposes. This company also operates a recovery plant for the reclaiming of manganese, zinc, and other materials from worn-out dry batteries. The plant for utilization of this waste material is the only one of its kind in this country. About 15 per cent of the product of the plant is on Government contracts. The remainder is sold in competitive markets. In September, 1918, there were employed 97 persons, 30 of the number being women. It is stated on argument that later in the fall a larger percentage of work was done for the Government, and more women were employed. This is not a machine factory in the ordinary meaning of the term. A few automatic machines which cut or stamp parts of the batteries are in use. The establishment is divided into departments, where different parts of the work are done. Some of these departments now work upon a 48-hour week basis, and some upon the basis of 55 hours.

In the tool department, as shown from statements filed by the employer, 6 men are employed. The hourly rate of wages ranges from 62.5 cents to 22.5 cents. In the flashlight department the men are paid from 50 to 32½ cents an hour, and the women from 44.4 to 25 cents. In the manufacture of cell and recovery department 43 men are employed, with the hourly wage-rate ranging from 47.2 to 25 cents. In the flashlight department 16 men are employed, with an average hourly wage of 38 cents. Twenty-three women are employed in this department, with an average hourly rate of 30.9 cents. In the standard and recovery department 46 men are employed, with the hourly wage ranging from 62.2 to 30 cents. Seven women are employed, with an average hourly rate of about 25 cents. The general average hourly wage of the entire plant is given as 35.3 cents.

Wherever the character of the work is such that piecework can be utilized by the employer and employees to advantage, this company pays on the piecework basis. A part of the employees are now on such basis. Some complaint is made of "group" piecework, but there is no showing that it has as a whole worked unjustly.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid the employees of this company who are over 21 years of age and have been employed by the company more than 6 months, shall be 40 cents on the basis of an 8-hour day. This shall not be construed so as to reduce any hourly rate received by any employee on Augiist 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Provision may be made, however, for pensioners, i. e., old or disabled employees. If women are employed, the minimum rate of hourly wages to those who are over 21 years and have been employed by the company for more than 6 months shall be 35 cents, on the basis of an 8-hour day. Women employees must be allowed equal pay with men for equal work, and must not be allotted tasks disproportionate to their strength. The pieceworker shall receive for each hour

worked the same minimum hourly wage where lower than the minima above described. It is understood that the application of this award to pieceworkers shall not, in any case, operate to reduce current hourly earnings.

Hours of work and overtime rate.—Eight hours shall constitute a day's work. Time in excess of 8 hours shall be paid for at one and one-half the hourly rate, based on what the employee was receiving on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid at double the hourly rate based on what the employee was receiving on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date.

Night work.—Those employees in the night shift shall receive 5 per cent higher rates than those similarly employed on the day shift.

Committees.—The right of workers to organize into trade unions, and to bargain collectively through their chosen representatives, is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them, and the employer shall meet with committees of his own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by employers against employees for membership in a labor union, or for legitimate trade-union activities.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payments to employees of back pay, if any, due them under this award.

Administration of the award.—Should any difficulties arise in the application of this award they shall, if possible, be determined by the parties in dispute through conference, and if unable to thus settle such controversies they shall be referred to the National War Labor Board for adjustment.

NORTHWESTERN ORDNANCE CO.

The company is a war plant. The building and equipment are the property of the United States, located on land leased from the Gisholt Machine Co. The stockholders of the latter company are the stockholders of the former. The product of the company is 4.7-inch guns. It is a finishing plant; the forgings used by it are supplied by the United States. The company at the date of the hearing employed about 190 men. Many of the employees were drawn from the Gisholt Machine Co., the rest being obtained from other callings and trained in operating automatic machines and in other work. The plant is run upon an 8-hour day basis, with time and one-half for overtime. No bonus, premium, or piecework system prevails at this plant. It is operated as an "open" shop, and on submission of the demands of the employees to the superintendent he refused to receive or consider them. On the face of them the demands were made on behalf of all the employees, whether they were affiliated with a labor union or not. Figures compiled from statements by emplayees, who classified themselves, show the following hourly earnings:

3 toolmakers average 44.8 cents per hour.
32 machinists average 43.4 cents per hour.
12 specialists average 36.3 cents per hour.
2 helpers average 30.0 cents per hour.
2 laborers average 26.5 cents per hour.

The company filed an exhibit showing the daily wage for 10 hours' work as of August 1, 1918. This shows wages from $7.26 to $3.08 per day. It is not possible to get much light from this exhibit as to the average hourly wage based on an 8-hour day. It does appear that the hourly wage varies from 30.8 to 72.6 cents, with but two employees receiving the latter and one the former. It is stated that the average earning based on a 10-hour day was $4.79. Some received slightly over $3 per day and some over $6 per day. No women are employed in the factory.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid the employees of this company who are over 21 years of age and have been employed by the company more than 6 months, shall be 40 cents on the basis of an 8-hour day. This shall not be construed so as to reduce any hourly rate received by any employee on August 1, 1918, including any increases granted since that date. Provision may be made, however, for pensioners, i. e., old or diasbled employees.

Hours of work and overtime rate.—Eight hours shall constitute a day's work. Time in excess of eight hours shall be paid for on the basis of once and one-half the hourly rate based on what the employee was receiving on August 1, 1918, taking into account the minimum hourly rate herein prescribed and including any increases granted

since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid at double the hour rate based on what the employee was receiving on August 1, 1918, taking into account the minimum herein prescribed, and any increases granted since that date.

Night work.—Those employees employed on the night shift shall receive 5 per cent higher rates than those similarly employed on the day shift.

Committees.—The right of the workers to organize into trade-unions, and to bargain collectively through their chosen representatives, is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them, and the employer shall meet with committees of his own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by employers against employees for membership in a labor union, or for legitimate trade-union activities.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payment to employees of back pay, if any, due them under this award.

Administration of the award.—Should any difficulties arise in the application of this award they shall, if possible, be determined by the parties through conference, and if unable thus to settle such controversies they shall be referred to the National War Labor Board.

Gisholt Machine Co.

This company operates the largest manufacturing establishment in Madison. The factory consists of three main divisions, namely, foundry, main plant, and northern plant. The company was organized in 1888, with no capital and few employees. It has gradually expanded to its present dimensions. It has an up-to-date plant with ample sanitary appliances. It produces what is known as the Gisholt turret lathe, a machine about 10 feet in length and designed as a tool for factories. It also manufactures gasoline engines. A small per cent of its product is on Government contract. The shop is run on a 10-hour-day basis and pays no increase for overtime. This company for a number of years has operated a system of bonuses, based upon continuity of service. For example, upon the 24th of a given month every man in the employ of the company receives 10 per cent of the money earned by him during the previous month. This, it is insisted by the employer, is an incentive to the men to continue at work, and is conducive to a reduction in the labor turnover. Also on the 24th of each month an employee receives an additional 10 per cent upon the amount of money he earned for three previous months. This, it is insisted, is an added inducement to continuous employment. In addition to this, if a worker is at his place in the plant when the whistle blows, morning, noon, and evening, for two weeks, he receives a sum of money equal to two and one-half hours' extra pay. Again, if he is neither absent nor late for one month he is credited with one-half day's holiday, and whenever 12 of the half-holidays have accumulated he can take a week's vacation or can receive a week's extra pay, at his option. Workers testify that the three forms of bonus are confusing, and that it is uncertain as to whom and to what any particular bonus applies. It is entirely optional with the company as to whether any of the bonuses will be paid or not. When men voluntarily leave the employment of the company or are discharged before the 24th of any month, the bonuses are not paid. The workers object to the bonus system and desire that it be discontinued.

Similar objection is raised to a premium system that is operated by this company as payment for quick production of certain products of the factory. It is asserted that premium rates are cut when earnings become large, with the result that there is great uncertainty as to what may be expected on a given job to which the premium rate is applied. It is asserted by workers that on some jobs to which the premium system applies great difficulty is experienced in making the rate allowed. Some piecework is performed in the foundry department, but there is little evidence with respect to the operation of that system. Some women are employed by this company.

Figures compiled from statements of employees, who classified themselves, for the three main divisions of the plant, show the average hourly rate of wages received for the year 1918:

MAIN PLANT.

46 machinists average 35.5 cents per hour.
39 specialists average 34.5 cents per hour.
5 painters average 30 cents per hour.
22 laborers average 34.6 cents per hour.
2 carpenters, actual wage 30.5 cents per hour.
2 buffers and platers, actual wage 30.5 cents per hour.

NORTHERN PLANT.

38 machinists average 36.4 cents per hour.
44 specialists average 28.3 cents per hour.
5 helpers average 28.3 cents per hour.
1 blacksmith averages 30 cents per hour.
2 painters average 22.5 cents per hour.
1 buffer and plater averages 30 cents per hour.
5 laborers average 30.4 cents per hour.
9 molders average 35.3 cents per hour.

FOUNDRY COMPANY.

19 molders average 34.7 cents per hour.
9 laborers average 33.6 cents per hour.

The above rates represent the average based upon the hourly rate, but do not include any bonus or premiums paid in the plants.

Exhibits filed by the employer show that the average daily income of all employees in the main plant on August 1, 1918, was $4.12, and the average daily pay-roll rate was $3.406. An examination of the exhibit shows that the daily wage ranges from $7.57 to $1.60. The average daily wage received by employees on August 1, 1918, at the northern plant was $3.81. The wages range from $7.19 to $2.20 per day. The employees of the foundry on August 1, 1918, received on the average $4.56 per day. The wages paid range from $7.72 to $3.45 per day.

It is difficult to determine the hourly rate of pay of any employee because of the bonuses, premiums, and piecework, and it can not be ascertained from the record the amount of overtime. If a flat 10 hours is used, it will be found that some of the employees have a very low hourly average. The design of the exhibits submitted by the employer was to show the amount of increases in the daily wage that was paid in 1915 as compared with 1918. These exhibits show material increases, but the rates in 1915 were on the average very low, and taken in connection with the increased cost of living are low at this time, or were low on August 1, 1918.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid the employees of this company who are over 21 years of age and have been employed by the company more than 6 months shall be 40 cents on the basis of an 8-hour day. This shall not be construed so as to reduce any hourly rate received by any employee on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Provision may be made, however, for pensioners, i. e., old or disabled employees. If women are employed, the minimum rate of hourly wages to those who are over 21 years of age and have been employed by the company for more thon 6 months shall be 35 cents, on the basis of an 8-hour day. Women employees must be allowed equal pay with men for equal work and must not be alloted tasks disproportionate to their strength. The pieceworker shall receive for each hour worked the same minimum hourly wage where lower than the minima above described. It is understood that the application of this award to pieceworkers shall not, in any case, operate to reduce hourly current earnings.

Hours of work and overtime rate.—Eight hours shall constitute a day's work. Time in excess of eight hours shall be paid for at once and one-half the hourly rate, based on what the employee was receiving on August 1, 1918, taking into account the minima herein prescribed, and including any increases granted since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid for at double the hourly rate, based on what the employee received on August 1, 1918, taking into account the minima herein prescribed, and including any increases granted since that date.

Night work.—Those employees employed on the night shift shall receive 5 per cent higher rates than those similarly employed on the day shift.

Committees.—The right of workers to organize into trade-unions and to bargain collectively through their chosen representatives is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them, and the employer shall meet with committees of his own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by the employer against employees for membership in a labor union, or for legitimate trade-union activities.

Bonus and premium systems.—That the bonus and permium systems now prevailing in the plants of this company shall be abolished.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payments to employees of back pay, if any, due them under this award.

Administration of the award.—Should any difficulties arise in the application of this award they shall, if possible, be determined by the parties in dispute through conference, and if unable to thus settle such controversies they shall be referred to the National War Labor Board for adjustment.

Fuller & Johnson Manufacturing Co.

This company was organized about the year 1880 and originally manufactured agricultural implements, but is now almost exclusively engaged in the manufacture of internal-combustion engines, largely for agricultural use. The company has no foundry, its castings being delivered to it by other concerns. The machines used are "rigged" and fitted to produce the desired article without the necessity for technical knowledge upon the part of the tender. In the assembling department there are no machines. The assembling consists mainly of bench work. The engines are painted and crated, in which department a substantial number of workmen are employed. At the time of the hearing from 250 to 300 men and no women were employed. On argument it is stated that a few women are now at work in the factory. It is asserted by the employer that the product of the factory is sold on a highly competitive basis, and that the margin of profit is small.

The factory works on a 10-hour-a-day basis with a half day off on Saturdays during the summer months. No piecework or bonus payments are now made, although the bonus system was formerly operative. A premium system is employed. The individual is employed at a basic rate agreed to, and to this is added the premium which he makes at his work. The basis is established by determining the time in which an ordinary workman can perform a certain piece of work and dividing equally the time saved by the individual upon that work during the hours of employment. The employer insists that this system has worked satisfactorily, but the testimony indicates that it is not satisfactory to the workers. The demand of the latter is that it should be abolished. The factory has not dealt with its employees collectively and the employer prefers to deal with the men individually.

The average rate per hour paid the workers based on total earnings, as shown by the exhibits filed by the employer, ranges from 57.75 cents to 20 cents, with an average of about 37.5 cents. It is stated on argument that the pay roll for the month of July, 1918, shows that 77 men out of 286 received over $100 a month and a large majority of the whole number received from $80 to $90 per month.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid the employees of this company who are over 21 years of age and have been employed by the company more than 6 months shall be 40 cents on the basis of an 8-hour day. This shall not be construed so as to reduce any hourly rate received by any employee on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Provision may be made, however, for pensioners, i. e., old or disabled employees. If women are employed, the minimum rate of hourly wages to those who are over 21 years of age and have been employed by the company for more than 6 months shall be 35 cents, on the basis of an 8-hour day. Women employees must be allowed equal pay with men for equal work, and must not be allotted tasks disproportionate to their strength.

Hours of work and overtime rate.—Eight hours shall constitute a day's work. Time in excess of 8 hours shall be paid for at one and one-half the hourly rate, based on what the employee was receiving on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid for at double the hourly rate, based on what the employee received on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date.

Night work.—Those employees employed on the night shift shall receive 5 per cent higher rates than those similarly employed on the day shift.

Committees.—The right of workers to organize in trade-unions, and to bargain collectively through their chosen representatives, is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them, and the employer shall meet with committees of his own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by employers against employees for membership in a labor union, or for legitimate trade-union activities.

Premium system.—The premium system now prevailing in the plant of this company shall be abolished.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payments to employees of back pay, if any, due them under this award.

Administration of the award.—Should any difficulties arise in the application of this award, they shall, if possible, be determined by the parties in dispute through conference, and if unable to thus settle such controversies they shall be referred to the National War Labor Board for adjustment.

MADISON-KIPP LUBRICATOR CO.

This company is engaged in the manufacture of lubricators for engines, automobiles, and tractors. Between 3 and 4 per cent of its business is on Government contract. The plant is run on a 10-hour basis and no increase for overtime. It operates day and night shifts.

About 75 per cent of the work done in the plant is on the piecework-system basis. There is no bonus or premium system operative in this plant. A large number of machines, geared and rigged to do certain work, are used in the factory. At the time of the hearing about 350 employees were on the pay roll, of which about 75 were women. It was stated on argument that only about 150 employees are now at work.

The demands submitted by a committee of the workers were not accepted by the superintendent of the company, who refused to treat with a committee of union workers. The larger part of the employees struck on August 1, 1918, but through the efforts of Government conciliators and union leaders they returned to work the next day.

The company has always maintained an open shop, hiring men without regard to union labor affiliations, and it has refused to treat with a committee of union laborers in its employ.

It is insisted by the company that the piecework system in effect in its factory has operated to increase the output, as well as to materially increase the wages of workers, and that but few complaints have come to its notice with respect to piecework or its operation. The system has a minimum day's rate below which the operator does not receive, even if the piecework does not serve to increase his earnings. There is evidence to the effect that in some respects the piecework system is not entirely satisfactory to all workers. Some complaint is made with respect to a cut in rates where a worker turns in more than a certain amount of work. It is further shown that more or less of the work of the plant is spoiled or scrapped through the high tension under which it is necessary to work, and that in some cases the spoiled work is charged to the employee.

The product of this company is a small box-like contrivance, usually about 10 to 12 inches long, 6 to 8 inches high, and 4 to 5 inches wide, in which there is a system of revolving gears or small pumps which force the oil through the power systems. In the construction of the lubricator there are a great many small, separate movements to be made, which lend themselves readily to the application of the piecework system. The complaints about which evidence was submitted do not go to the principle of piecework, but to specific instances of hardship under the system in vogue at this plant. With the free play of wholesome cooperation between the employer and his workers all these incidental hardships or evils should be adjusted. They are not sufficient to condemn the system which has operated satisfactorily for many years.

It is not easy under the piecework system to work out the hourly wages received by each worker. The wage would doubtless vary from day to day and week to week. Through figures submitted by the employer it is shown that the average hourly wage earned on August 1, 1918, was 39.75 cents, an increase of 68 per cent since January 1, 1915. It is shown from another exhibit that the average amount received per hour from July 16 to 30, 1918, ranges from 65 to 22.5 cents for male employees and 41.3 to 17.5 cents for female employees. It is to be noted that this is computed on the basis of the actual amount received by the employees.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid the employees of this company who are over 21 years of age and have been employed by the company more than 6 months shall be 40 cents on the basis of an 8-hour day. This shall not be construed so as to reduce any hourly rate received by any employee on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Provision may be made, however, for pensioners, i. e., old or disabled employees. If women are employed, the minimum rate of hourly wages to those who are over 21 years of age and have been employed by the company for more than 6 months, shall be 35 cents on the basis of an 8-hour day. Women employees must be allowed equal pay with men for equal work and must not be allotted tasks disprepor-

tionate to their strength. The pieceworker shall receive for each hour worked the same minimum hourly wage where lower than the minimum above described. It is understood that the application of this award to pieceworkers shall not, in any case, operate to reduce hourly current earnings.

Hours of work and overtime rates.—Eight hours shall constitute a day's work. Time in excess of 8 hours shall be paid at once and one-half the hourly rate, based on what the employee was receiving on August 1, 1918, taking into account the minima herein prescribed and including any increases granted since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid for at double the hourly rate, based on what the employee received on August 1, 1918, taking into account the minima herein prescribed, and including any increases granted since that date.

Night work.—Those employees employed on the night shift shall receive 5 per cent higher rates than those similarly employed on the day shift.

Committees.—The right of workers to organize into trade-unions and to bargain collectively through their chosen representatives is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them and the employer shall meet with committees of his own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by the employer against employees for membership in a labor union or for legitimate trade-union activities.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payments to employees of back pay, if any, due them under this award.

Administration of award.—Should any difficulties arise in the application of this award they shall, if possible, be determined by the parties in dispute through conference, and if unable to thus settle such controversies they shall be referred to the National War Labor Board for adjustment.

Scanlan-Morris Co.

This company manufactures hospital furniture—that is, operating tables, wheel chairs, tables for operating instruments, boilers, heaters, etc. The product is largely made of iron piping, enameled white, or of copper. There are no large machines in the plant. The work for the most part is what is known as bench work. The factory commenced operations 15 years ago with two employees, and now employs about 75 men. No women are employed in the factory. The factory is run on a 10-hour basis, with once and one-third for overtime. There is no piece, bonus, or premium work done in the plant. The company has a rule in effect which gives to each man who "rings in" promptly, and who is in attendance through each day in the week, an extra hour's pay. No complaint of this attendance rule is shown of record.

The average hourly rate, as shown by an exhibit of the employer, in effect during the year 1918, was 37.63 cents, ranging from 45 cents an hour to 30 cents. Employees, who classified themselves, present the following figures as to hourly earnings during 1918:

9 machinists average 36.3 cents per hour.
5 specialists average 30.4 cents per hour.
2 buffers and platers average 35.6 cents per hour.
6 sheet-metal workers average 35 cents per hour.

The award will be as follows:

Wages.—The minimum rate of hourly wages to be paid the employees of this company who are over 21 years of age and have been employed by the company more than 6 months shall be 40 cents on the basis of an 8-hour day. Provision may be made, however, for pensioners, i. e., old or disabled employees. This shall not be construed so as to reduce any hourly rate received by any employee on August 1, 1918, including increases granted since that date.

Hours of work and overtime rate.—Eight hours shall constitute a day's work. Time in excess of 8 hours shall be paid at once and one-half the hourly rate, based on what the employee was receiving on August 1, 1918, taking into account the minimum herein prescribed and including any increases granted since that date. Work performed on Sundays and those holidays fixed by the statutes of Wisconsin shall be paid for at double the hourly rate, based on what the employee received on August 1, 1918, taking into account the minimum herein prescribed and including any increases granted since that date.

Night work.—Those employees employed on a night shift shall receive 5 per cent higher rates than those similarly employed on the day shift.

Committees.—The right of workers to organize into trade-unions and to bargain collectively through their chosen representatives is recognized and affirmed. The

workers shall have free choice in the selection of committees to represent them, and the employer shall meet with committees of his own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by the employer against employees for membership in a labor union or for legitimate trade-union activities.

Period of award.—This award shall take effect as of August 1, 1918, and shall continue in effect for the period of the war. The employer may have until April 1, 1919, to make payments to employees of back pay, if any, due them under this award.

Administration of award.—Should any difficulties arise in the application of this award they shall, if possible, be determined by the parties in dispute through conference, and if unable to thus settle such controversies they shall be referred to the National War Labor Board for adjustment.

C. C. McCHORD, *Umpire.*

DENIAL OF EMPLOYERS' MOTIONS FOR REHEARING.

April 17, 1919.]

Separate motions for rehearing having heretofore been filed by the Southern Wisconsin Foundry Co., the Burgess Battery Co., the Northwestern Ordnance Co., Gisholt Machine Co., Fuller & Johnson Manufacturing Co., Madison-Kipp Corporation (also described as the Madison-Kipp Lubricator Co.), and Scanlan-Morris Co., on the award made by me on February 18, 1919, in the above styled cause, and briefs having been filed in support thereof, all of which have been submitted to me for action thereon, and after due consideration thereof, both as to the merits and plea as to the jurisdiction of the board and the umpire with reference to such award, each and all of said motions are hereby denied.

CHARLES C. McCHORD, *Umpire.*

Award in re International Brotherhood of Electrical Workers v. Coal Dock Operators of Duluth, Minn., and Superior, Wis.

201. October 24, 1914.

This case is a joint submission for adjudication as to the hours of labor, wages, and overtime.

Committees.—The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board, the companies shall recognize and deal with such committees after they have been constituted by the employees.

Wages.—The hourly rate wages shall remain as at present.

Hours of labor and overtime.—The hours of labor shall remain as at present. Overtime in excess of 8 hours shall be paid at the rate of time and one-half, with double time for Sundays and holidays.

Recommendation to Fuel Administration.—Inasmuch as the price of the product of these companies is controlled by the Fuel Administration, and is based upon ascertained costs of operation, including wages, we recommend that the Fuel Administration give due consideration to the increased cost entailed by reason of this award.

Duration of award.—This award shall be in effect as of October 1, 1918, and continue for the period of the war, provided that on April 1, 1919, and at periods of six months' interval thereafter, either party may reopen the case before the National War Labor Board for such readjustment as changed conditions render necessary.

C. E. MICHAEL,
ADAM WILKINSON,
Section.

SUPPLEMENT TO THE PARTIAL AWARD OF OCTOBER 14, 1918.

November 19, 1918.]

Wages.—The daily wage rate paid for a 10-hour workday on October 1, 1918, shall be the daily wage rate paid for an 8-hour workday.

Consideration of increased cost of operation.—Inasmuch as the selling price of the product of the coal dock operators is controlled by the Fuel Administration, and is

based upon ascertained cost of operation, including wages, this award is made contingent on the action of the Fuel Administration making such readjustment in the selling price as may be warranted by reason of the increased cost of operation entailed by this award.

ADAM WILKINSON,
C. E. MICHAEL,
Section.

APPLICATION TO REOPEN AWARD.

June 25, 1919.]

Application having been made by the employers for a reopening of the award in this case:

This case received the careful consideration of the board and a substantial increase in wages was granted in the award, and since there has been no material change in general conditions since the award was made, the application for reconsideration is therefore denied.

ADAM WILKINSON,
C. E. MICHAEL,
Section.

Findings and Recommendations in re Employees Members of Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen v. Pacific Electric Railway Co., Los Angeles, Calif.

214. April 10, 1919.

The respondent company declined to join with its employees in submitting to the National War Labor Board for adjustment the matters in this controversy, and denied the jurisdiction of this board to pass upon these matters. The only objection raised to our jurisdiction possessing sufficient merit to require consideration is the point made by the company that under the resolution of this board passed December 5, shutting off all new cases not jointly submitted, this case would have to be dismissed, since a formal complaint signed by a committee of employees was filed and served on the Pacific Electric Railway Co. subsequent to December 5.

The evidence shows that there was a controversy existing between the company and its union employees as early as last June. This controversy had reached such serious proportions that a strike was declared, and some of the employees went out on strike for a few hours on July 2. A conciliator of the Department of Labor exercised his good offices in adjusting some of the differences then existing relating to reinstatement of discharged employees, but neither he nor a local board of arbitration appointed by the governor of California were able to adjust the other issues in controversy. The Secretary of Labor then, on July 26, 1918, referred this controversy, with the report of his conciliator containing a statement of the issues involved, to the War Labor Board for adjustment. This board accepted the case and gave it its docket number. The jurisdiction of this board, thus invoked by the Secretary of Labor, was complete, and under the rules of procedure adopted at the time this board was created this case was properly on the docket of this board and the issues in controversy were properly before this board for adjustment.

It can not be said by this company that it was ignorant of the nature of this controversy or of the reference by the Department of Labor to this board. On July 6, 1918, the president of the company was informed by the conciliator of the Department of Labor, by letter, that this controversy was being referred to the War Labor Board for adjustment, and the company was invited to join in a submission to the board. This letter summarized the issues in controversy and pointed out the importance of the company's acquiescence in this submission to the War Labor Board in order to avoid further friction and in order to create industrial peace. On July 16 the joint chairmen of this board received from the president of the Pacific Electric Railway Co. a letter setting out the history of this controversy between the company and its union employees and presenting the company's side of this controversy, stating that the data was being sent in order that this board might have an "accurate statement in its records in case at any time hereafter inaccurate representation should be made." On July 15 the president of this company sent a telegram to the joint chairmen of this board suggesting that General Order No. 27 of the Railroad Administration might be applied by this board as a proper means of adjusting the wages of street railway employees.

The employees advised the commissioner of conciliation of their willingness to submit to this board, and furthermore, through officials of their union on July 24,

made a direct petition to this board requesting that this entire matter be adjusted by this board, urging that prompt action be taken because of the "unfair wages paid and unfair conditions of labor applying on the Pacific Electric Railroad."

The matters in controversy as shown by the order of reference from the Secretary of Labor to this board were wages, discrimination because of union affiliation, reinstatement of discharged employees, revision of rules of discipline, collective bargaining, hours, conditions of work, and seniority. It is quite clear that the company knew what the issues were. The president of the company had conferred regarding them with the conciliator and with the arbitrators appointed by the governor of California, and a written statement of these issues had been furnished him. The exhaustive evidence put in by the company at the hearing before the examiners shows that it knew full well what the issues were and how they should be met. This hearing lasted from January 3 to February 10 and the testimony introduced covered nearly 4,000 pages. Had a hearing been held last August there could have been no question of the jurisdiction of this board. The delay in holding the hearing was not the fault of these men, but was due to the pressure of work before this board and the large number of similar cases which it had for disposition. These men should not be penalized for a delay in no wise occasioned by them. The controversy was submitted to this board for adjustment at a time when the war was in a critical stage. These men remained faithfully in the employ of the company and relied upon their case being passed on by this board.

The December complaint filed by the men was largely for the purpose of getting the issues set out on one of the forms prescribed by the board. We are passing, however, upon the issues submitted last July.

The filing of the December complaint is no reason for ousting the jurisdiction which had already attached. The pleas to the jurisdiction are therefore overruled and we proceed to our findings and recommendations on the evidence introduced at the hearing relating to the merits of the controversy.

We have considered this evidence carefully and we make the following findings and recommendations:

Wages.—We recommend the following wage scale for motormen, conductors, switchmen, brakemen, and trolleymen, to replace the scale now being paid by the company:

City street-car passenger service.

Motormen and conductors—
First three months of service, 41 cents per hour.
Next nine months of service, 43 cents per hour.
Thereafter, 45 cents per hour.

Interurban passenger service.

Motormen and conductors—
First three months of service, 43½ cents per hour.
Next nine months of service, 45½ cents per hour.
Thereafter, 47½ cents per hour.

Freight and work train service.

Motormen and conductors, flat rate, 53 cents per hour.
Brakemen and switchmen, flat rate, 47 cents per hour.
Trolleymen, flat rate, 43 cents per hour.

We suggest no change in the monthly minimum for motormen and conductors of $90 per month now made by the company.

Hours.—The request of the men for an 8-hour day is not granted.

Collective bargaining.—We find upon consideration that the company's contention that the men have always been able to discuss grievances as individuals and that no system of collective bargaining is necessary for their welfare is wrong in fact and in principle, nor do the division meetings held by the men, which were advocated by the company as an adequate plan of collective bargaining, constitute an ideal or even a proper means of free and unhampered discussion by the men of their grievances and their presentation of same to the company for adjustment. We recommend that the company carry out the principle of this board which gives to the employees the right to meet and treat through their own committees with the officials of the company in regard to wages, working conditions, and other matters affecting the interest of the workers. The company should meet and treat with such committees of employees regardless of the fact that they are elected at a meeting of the employees who are members of the union. This does not require the company, however, to deal with the

union as such or to recognize the union. In meeting committees of employees so elected the company does not necessarily recognize the union or deal with it as such. What they are dealing with is committees of employees and not with the union. We have said in another case that the question is not whether such a committee represents the union; the question is whether they, being employees, represent other employees, and if that is the fact their mere refusal to say that they do not represent the union or their admission that they do does not imply a contract dealing with the union.

Discrimination.—The company was not shown to have been guilty of discrimination resulting in discharge of employees for union affiliations since the issuance by the company of its circular of July 25 last, wherein the company offered discharged employees the machinery for appeal to an arbitrator and reinstatement if the arbitrator's ruling was adverse to the company. The company should continue its announced policy, which is in accordance with the principles of this board that the right of its employees to organize in trade-unions shall not be denied or interfered with. The company should not abridge in any way the present right of appeal now granted discharged employees.

Reinstatement of discharged employees.—Four discharged employees presented themselves at the hearing and asked for reinstatement with back pay. We will take up these cases separately and in order.

B. Johnson: It was shown that he left the employ of the company last April because he was "disgusted with the job." On July 5 he applied for work again with this company, and under the company's rule he was put to work pending approval of application for reemployment. This application was not approved, and on July 23 the company let him go. Under the company's rules he was not strictly in their employ but only on probation, and the company evidently exercised its rights in refusing him employment.

J. L. Abel: He was employed from October, 1917, until July 15, 1918, when he was discharged for carelessness in registering fares. On one occasion he was admonished for a shortage of $6.90. His honesty was not questioned, but his shortages were charged only to carelessness. At one time he sent in his resignation, but later withdrew it. Undoubtedly his case was carefully considered by the company and his discharge was justified by his inefficiency. Union affiliations evidently did not cause his discharge, and we therefore make no recommendations for reinstatement.

C. H. Sherwood and William J. Clark: The reinstatement of these men was not involved in the original controversy referred to this board by the Department of Labor in July, and we therefore will not pass upon their requests.

Interpretation of findings and recommendations.—For the purpose of securing a proper interpretation of these findings and recommendations the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising and promptly render his decision, from which an appeal may be taken to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

Duration.—These recommendations should become effective at once and continue until the end of the war as announced by Executive proclamation, except that the case may be reopened upon request from either party at periods of six months' interval, beginning October 1, for such adjustments as changed conditions may render necessary.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Recommendation in re United Brotherhood of Carpenters and Joiners of America, Local Union No. 14, and Other Building Trades Crafts of San Antonio, Tex., v. Thomas Harmon & Co. and Other Contractors doing Government Work and the Government Officials Under Whose Department this Work was Performed.

216. January 30, 1919.

MEMORANDUM TO THE BOARD.

This is not a joint submission.

It is a complaint by the building trades men of San Antonio, Tex., against the action of the Government and contractors doing Government work in connection with the established union conditions. The workmen stayed on the work under protest and appealed to the National War Labor Board.

An examiner, Mr. Jaimes A. Blainey, was sent to make an investigation, and he made his report under date of December 14, 1918, with exhibits in support thereof.

Questions involved.—There are two questions involved in this case.

1. The question of wages and the amount of pay for overtime on Saturday afternoons.

2. If at the time the Government started its work, did the building trades of San Antonio, Tex., have what is generally known as a union-shop town in the building trades industry.

Employers.—To question No. 1 the employers and workers are in agreement that the wage was the union wage and was recognized and paid, and that double time was paid for work performed on Saturday afternoon.

To question No. 2 the employers do not agree. They claim where their employees were all members of the union that the McKenzie Co. was not on the union list although he employed union men and paid the scale and that speculative builders hiring a few men did not employ union men.

Report of the examiner and the exhibits on file.—The report of the examiner and the letters and exhibits, both from the employers and the workers, leave no doubt but that the building trades of San Antonio, Tex., had established in June, 1917, a union-shop town with as large a percentage of the building trades men in the union as there is in what is known as a union city any place in the United States.

Wages and pay for overtime and for time worked Saturday afternoon, Sundays, and holidays.—The Government allowed their contractors to pay the carpenters 75 cents an hour with time and one-half for overtime and double time for work performed on Saturday afternoons, Sundays, and holidays. This continued from June 4 to August 15, 1918.

The Government officials, on August 15, ordered that only time and one-half be paid to carpenters for work performed on Saturday afternoon from August 15 on.

Demand of the carpenters.—The carpenters demand retroactive pay of the difference between time and one-half which they did receive and the double time which they should have received.

Plumbers.—Plumbers demand that the difference in the wages they did receive from November 12, 1918, and their established scale of 93¾ cents per hour, be paid them as retroactive.

Employers admit that 93¾ cents per hour is the established scale of the plumbers since November 12.

Painters.—Painters established their scale of 75 cents per hour on private work, and this is demanded retroactive on the Government work to September 1, 1918. Employers admit this is established.

Bricklayers.—The bricklayers established their scale of $1 per hour on October 1, 1918. This is admitted by the employers. The bricklayers demand this be retroactive on the Government work.

Metal lathers.—The metal lathers established their scale of 87½ cents per hour on private work September 24, 1918. This is admitted by the employers. This should be retroactive to September 24 on Government work.

Common laborers.—The laborers are paid 30 cents per hour at Fort Sam Houston. They demand that 30 cents per hour be paid on all Government work from this date on.

They also pray, in fact they demand, that enlisted men (soldiers) be prohibited from working as common laborers and working as concrete mixers, as there is plenty of idle common labor.

Government employment service.—All organized workers demand that the custom of the United States Employment Service of San Antonio, who have been supplying labor at a lower rate than the established rate, be stopped at once.

FINDING.

1. We find that the building trades of San Antonio, Tex., did have established what is generally termed the union-shop conditions at San Antonio, Tex., to as high if not to a higher percentage of organized workers in the building trades than in many cities where the Government departments recognized union conditions.

2. We recommend that the Government officially reestablish the double time for Saturday afternoon work for the carpenters and that they be paid the difference between double time and the time and one-half for all work performed, the same to be retroactive as of August 15, 1918.

3. We recommend that the plumbers' established scale of 93¾ cents per hour be paid on Government work, and that they be paid the difference between this scale and what they did receive, the same to be retroactive as of November 12, 1918.

4. We recommend that the painters' established scale of 75 cents per hour be paid on Government work, and that they be paid the difference between this scale and what they did receive, the same to be retroactive as of September 1, 1918.

5. We recommend that the bricklayers' established scale of $1 per hour be paid for Government work, and that they be paid the difference between this scale and what they did receive, the same to be retroactive as of October 1, 1918.

6. We recommend that the metal lathers' established scale of 87½ cents per hour be paid on Government work, and that they be paid the difference between this scale and what they did receive, the same to be retroactive as of September 24, 1918.

7. We concur in the request of the common laborers and recommend that they be paid 30 cents per hour as per their request, the same to be retroactive from the date of this award.

8. The men of the building trades of San Antonio, Tex., should be commended for continuing work on this Government work. We hope the Government officials will make speedy settlement of the retroactive wages in this finding.

P. F. SULLIVAN,
T. M. GUERIN,
Section.

Award in re Local 426 of District Council 21, Brotherhood of Painters, Decorators, and Paperhangers of America v. Manufacturers of Interior Woodwork of Philadelphia, namely, George W. Smith Co. (Inc.) and Kramer Woodworking Co.

230. November 19, 1918.

Wages for painters and wood-finishers shall be 60 cents per hour.

The demand of the painters for a 44-hour week shall be denied. The working hours in the shops shall be the same for the painters as for the other employees working in the shops, but the hours for painters when working on outside work shall be 44 hours per week in consonance with the agreements in force between the Master Painters and the Brotherhood of Painters.

This award is to take effect as of October 1, 1918, and shall continue for the duration of the war except that either party may reopen the case at periods of six months' interval, beginning May 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until December 15, 1918, to make the payments to its employees of the back pay, if any, due them under this award.

C. A. CROCKER,
T. M. GUERIN,
Section.

Award in re Employees v. General Electric Co., Lynn, Mass.

231. October 24, 1918.

In the case of Employees *v.* the General Electric Co., Lynn, Mass., the National War Labor Board orders:

Collective bargaining.—(*a*) That there be elected forthwith shop committees, in conformity with a plan approved by the board.

(*b*) That the secretary of the National War Labor Board shall appoint an examiner, who shall supervise and conduct these elections.

(*c*) That a general committee shall be created, consisting of three members to represent the workers and three members to represent the employers. The members of the general committee representing the workers shall be selected by the members of the shop committees acting jointly, under supervision of the examiner.

(*d*) That the employer shall forthwith select their representatives to meet with the representatives of the workers on the shop committees and the general committee.

Wages.—(*a*) Within five days after their selection, the representatives of the workers and employers on each shop committee shall meet for the purpose of adjusting all disputes and matters of controversy in this case which affect the wages of the shop represented by said committee.

The board suggests that in the adjustment of these wages they should be made comparable with those awarded by the board in the Schenectady case.

Failure to reach a decision on any matters coming before the shop committee within 45 days from the time the matter was first taken up, it shall be referred to the general committee for adjudication. In the event of failure of this committee to reach a decision, the matter shall be referred to the examiner of the National War Labor Board, who shall promptly report the matter to the National War Labor Board for decision.

(*b*) Within five days after its selection, the said general committee shall meet for the purpose of adjusting—

1. All matters referred from the shop or departmental committees; and
2. All matters in controversy in this case which affect wage conditions of the plant as a whole, but which have not been settled through the medium of the shop committees.

(*c*) In any case where there is doubt or dispute between shop committees and the general committee as to original jurisdiction of matters to be adjusted, the question of jurisdiction shall be decided promptly by the examiner of the National War Labor Board.

Retroactive pay.—Wage increases made in accordance with the provisions of this award shall be retroactive to July 17, 1918, and the company shall be given until December 1, 1918, to make such retroactive payment.

Hours of labor.—The board decrees that the hours of labor shall be the same as at Schenectady.

Reinstatement of discharged men and alleged discrimination.—The right of the workers to organize in trade unions and bargain collectively through a chosen representative is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employer in any manner whatsoever.

(*a*) That Leslie Taylor, Joseph Glassett, John J. Kerivan, James Hanson, John J. Connolly, Edwin Murch, Herbert Pogson, Rufus Hartley, Walter Putnam, Raymond Shattuck, and Arthur E. Clark shall be reinstated in their employment at the same jobs, or work of similar nature to that which each was doing when dismissed, at rates of pay not less than each was then receiving nor less than the rate established for the work upon which each is reemployed, plus any increases which such work may receive under the terms of this award, without loss of seniority rating or bonuses, and with pay for all time lost by reason of dismissal, minus amount, if any, of intervening earnings. Such reemployment by the company shall be dependent upon each employee presenting himself to the company within five days after the receipt of this award by the parties to the case.

(*b*) That the reinstatement of John F. Peterson and William H. White is not ordered for the reason that they not only ordered employees to cease work but directed them not to leave the shop but to sit in their seats and do nothing, while at the same time the foreman was directing them to continue work or leave the shop. These men apparently had good records up to the time of this occurrence, and this action by the board should not, therefore, prejudice their future opportunities for employment.

(*c*) With reference to Leslie Taylor, James Hanson, and Edward Murch, whose reinstatement we adjudge, the board has been in some doubt; but to reach a unanimous conclusion, their names have been included in the list to be reinstated, with a warning to these men that the evidence of their insubordination has been such that they should be duly cautioned and not assume by their reinstatement that they occupy a favored position by reason of the order.

Administration of award.—The secretary of the National War Labor Board shall assign an examiner to supervise the execution of this award. Should a controversy arise in respect to the interpretation of the award, an appeal may be made to the board, and shall operate as a stay, or otherwise, according to the rule of the board.

Period of award.—This award shall be in effect for the period of the war; provided, that on February 1, 1919, and at periods of six months' interval thereafter, either party may reopen the case before the National War Labor Board for such readjustment as changed conditions may render necessary.

WM. H. TAFT.
FRANK P. WALSH.
L. A. OSBORNE.
WM. H. JOHNSTON.

Finding in re Employees v. American Sheet & Tin Plate Co., Elwood, Ind.

232. January 15, 1919.

Committees.—The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also should not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees after they have been constituted by employees of the company.

Wages.—The claims made by the employees would indicate that in some classes of service the increased wages have not kept pace with the increased cost of living. The company does not submit data to show rate increase or earnings of employees.

The board therefore recommends that the company give consideration to such claims, and that upon the election of shop committees provided for in section 1 of this finding, the company shall proceed to negotiate with said committees and to endeavor to reach an agreement therewith, covering all of its employees, relative to rates of wages, hours of labor, working and sanitary conditions, and all other matters affecting the interests of said employees.

This finding shall continue in effect for the duration of the war.

ADAM WILKINSON,
C. A. CROCKER,
Section.

Joint Report of Section in re Employees v. Laundry Owners, Little Rock, Ark.

233. November 9, 1918.

The laundries involved as respondents in this case had contracts with Local No. 36, Laundry Workers' International Union, for 3 years, in periods of one year each, beginning May 1, 1915, and ending May 1, 1918, in the form shown by Exhibit 6 to the testimony of F. A. Randall.

On April 17, Mr. Randall, the business agent of the union, presented to the laundry owners a contract for another year from May 1, 1918; the owners declined to sign the agreement and stated that they did not want to have anything to do with the union; and on May 29 a strike occurred.

The laundries were doing much work for the officers and men at Camp Pike, and when the strike occurred Col. Rucker of that camp appeared at a meeting of the representatives of the two sides, together with the State labor commissioner, which resulted in the execution of an agreement by the laundry owners on May 30 to the effect that at the end of 3 weeks a contract would be executed, "the terms thereof to be agreed upon by a committee consisting of 6 laundry representatives and 6 employees or their representatives," and in case that committee failed to agree the points of disagreement were to be submitted to the National War Labor Board.

Local parties tried to mediate, but without success. The committee referred to in the agreement did meet once or twice but could not come to a settlement, and thereupon the matter was referred to the National War Labor Board.

More than 200 pages of testimony were taken by the examiner, both sides being afforded opportunity to present their case and their witnesses.

Formal submission was signed by the laundry owners and the business agent of the union on September 2, and briefs were filed by both sides.

As to the union contract, the testimony disclosed the view of the laundry owners that the union contract was practically void even during its nominal term, because the union did not supply the laundries with necessary help and because the union knew that all the laundries in Little Rock were using nonunion labor in order to get sufficient help to conduct their business. The union agent, however, correctly pointed out that that was the employers' privilege under the contract, but with the proviso that these workers should join the union in 30 days or be discharged; the employers intimated, by questions put to the business agent of the union, that the majority of the employees had never joined the union and did not desire to do so because they did not expect their positions to be permanent, and did not care to give up that amount of money and that percentage of their wages each months as dues.

Notwithstanding these views on the part of the owners, it is clear that they were under contract with the union until May 1, 1918, even though its terms were not strictly observed by the laundries or enforced by the union because of exigencies of the labor situation. It is a closed-shop contract, and under the principles governing this board, "in establishments where the union shop exists the same shall continue, and the union standards as to wages, hours of labor, and other conditions of employment shall be maintained."

As to minimum wage.—The chief stress with respect to wages in this case was laid upon the wages paid to women.

It appears that the State of Arkansas has a minimum-wage law for women fixing $6 per week for the first 6 months and $7.50 per week thereafter, but this law was passed a number of years ago under normal conditions and therefore can not be taken as a fair standard under the war conditions now existing. The same law fixes 9 hours as the maximum per day and 6 days per week.

The commissioner of labor stated that in his judgment the cost of living in Little Rock had increased about 40 per cent since the beginning of the war. Examiner Herkner in her digest summarized the budget of one woman worker (from that woman's testimony) at $8.60 per week, and in view of the abnormally low rent included in that instance it may safely be considered the absolute minimum in evidence in this case. Another case is mentioned at $9 per week. It is clear that these budgets include only the absolute necessities of life.

The work in laundries is of a peculiarly unpleasant kind and inevitably entails exposure to considerable heat and discomfort; it should be reasonably well paid for, even though it is true that, because of its character, the workers are of the uneducated or poorly educated class who could not easily procure other and more attractive jobs.

About 65 per cent of the women workers are colored, and it is in evidence that the colored women are paid from 50 cents to $2 per week less than the white women, although the colored women do the heaviest and most laborious work, requiring the same or greater skill than the work done by the white women. One of the laundry owners admitted frankly that he did not think they should discriminate. The pay of the drivers is based upon a proportion or percentage of the value (which is assumed to mean the selling price) of the laundry work brought in. Their compensation, therefore, has already been automatically increased by the advance in laundry prices, and will be still further increased if laundry prices are again raised.

Sanitary conditions.—As to this part of the complaint, the testimony is not very conclusive but was, on the whole, very vague and general. It does not seem to the section that that is a feature that can be dealt with by the board in any specific way, but should be left to the police power (the health authorities) of the city and State. It is stated in the laundry owners' brief that "all laundries in Little Rock are regularly inspected by the United States Public Health Service, as well as by the local city and State health officers, and all have been acceptable from a sanitary standpoint and pronounced satisfactory"; the State labor commissioner said in his testimony, "on the whole, I would say that the sanitary conditions are not very good," but one place was characterized by him as a model. A woman witness for the employees testified as to another of the laundries, that according to her judgment "the sanitary condition was very nice."

The examiner to be appointed in this case (preferably a woman) should be instructed by the secretary to be very reasonable in her demands, considering the special circumstances surrounding these particular industries, and if then her suggestions are not complied with as to sanitary conditions, call to the attention of the health authorities to the same.

The laundries testified, and their brief contends, that if a minimum greater than $10 per week is awarded by the board it will be necessary for them to increase their laundry prices, which have already been increased twice to the extent of a total of 25 per cent to 30 per cent, and they expressed fear that they will lose patronage, because there was great dissatisfaction with the previous advance and some threats were made by some of their patrons that if any further advances were made in the laundry prices they would ship their laundry out of town. It is fair to assume, however, that if it should really be necessary for the laundries to further increase their prices in order that they may pay the wages ordered by this board and still have a fair return on their investment, the good people of Little Rock will patriotically recognize the propriety of such increase and continue to patronize their home industries.

Your section recommends the following for adoption as the award of the board in this case:

AWARD.

Union contract.—The principle that "in establishments where the union shop exists the same shall continue and the union standards as to wages, hours of labor, and other conditions of employment shall be maintained" was included in the proclamation of the President of the United States establishing this board. Therefore it is ordered that the form of agreement existing between the union and the laundry owners during the period of May 1, 1917, to May 1, 1918 (Exhibit 6), shall be the form of agreement to be entered into by the parties to this controversy except as they may mutually agree to modify the same.

Minimum wage.—The minimum rates of pay to be set forth in said new contract shall be those shown in said Exhibit 6, plus $3.50 per week for all workers [12] except—

[12] *Wage scale under former agreement and as revised by this award.*

Occupation.	Minimum scale in agreement.	Minimum rate to be paid under award.	Minimum apprentice rate to be paid.
	Per week.	*Per week.*	*Per week.*
Mangle hands and shakers	$7.50	$11.00	$9.00
Body ironers	7.50	11.00	9.00
Cuff press	7.50	11.00	9.00
Bosom press	7.50	11.00	9.00
Shirt machine	7.50	11.00	9.00
Shirt finisher	7.50	11.00	9.00
Neckband	7.50	11.00	9.00
Sleeve machine	7.50	11.00	9.00
Seamstress	7.50	11.00	9.00
Hand ironers	7.50	11.00	9.00
Collar ironers	7.50	11.00	9.00
Head markers	18.00	21.50	19.50
Assistant marker	7.50	11.00	9.00
Head assorter	18.00	21.50	19.50
Assistant assorter	7.50	11.00	9.00
Steam engineer	18.00	21.50	.....
Electric engineer	21.00	24.50	.....
Starcher	7.50	11.00	9.00
Linen checker and marker	12.00	15.50	13.50
Assistant	7.50	11.00	9.00
Shirt washer	15.00	18.50	16.50
Linen washer	12.00	15.50	13.50
Wringer men	10.00	13.50	11.50
Porters	9.00	12.50	10.50

(*a*) Drivers, whose pay is a proportion or percentage of the value of the work brought in by them; for these drivers the wages shall be determined as stated in said Exhibit 6.

(*b*) Apprenticeship rates shall be $2 per week less than the minimum scale of wages provided by this award for experienced workers in each class; and the term of apprenticeship shall be 30 days.

Period of award.—Said new contract shall be in effect from September 1, 1918, and shall continue during the war; provided, however, that on the 1st day of March, 1919, and at the end of each 6 months' period thereafter, should conditions materially change making a readjustment by this board equitable, application may be made to the board by either party.

Back pay accrued under this award from September 1, 1918, shall be paid on or before December 31, 1918.

Discrimination.—Women workers shall receive equal pay with men for equal work. Colored women shall receive equal pay with white women for equal work.

Sanitary conditions.—Safe and proper sanitary conditions should be established and maintained, and reasonable conveniences for the workers should be provided where they do not now exist.

Interpretation of award.—For the purpose of securing the proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising betweem the parties in respect to the award and promptly render a decision, from which an appeal may be taken by either party to the section making this award.

JOSEPH W. MARSH,
FRED HEWITT,
Section.

Award in re Employees v. Jacob E. Decker & Sons, Mason City, Iowa.

235. February 12, 1919.

Difficulties which arose in May, 1918, between the employees and the firm of Jacob E. Decker & Sons, Mason City, Iowa, were adjusted by Federal Conciliator Patrick E. Gill, and an agreement was entered into between the employees and the firm on July 7, 1918.

Shortly thereafter the employees asked that there be substituted for this agreement an award similar to that made by the Hon. Samuel Alschuler in certain packing-house industries on June 8, 1918.

The case has been jointly submitted to the National War Labor Board.

After careful consideration the board rules that the so-called Gill agreement, which provides for the basic 8-hour day, shall remain in force with the following modifications:

1. Overtime work shall be paid for at the following rates: Double time for all time worked on Sundays and holidays, including New Year's Day, Memorial Day, Inde-

pendence Day, Labor Day, Thanksgiving Day, and Christmas Day, or the days legally celebrated in lieu thereof. Where the operation is necessarily and generally carried on for seven days of the week, provision may be made by relief gangs or otherwise, so that the employees in such operations may be relieved from duty on some day of the week, and in case of such relief on any other day of the week, double time shall not be allowed for work on Sunday of such week.

The weekday overtime pay (not including any day for which double time is paid) shall be at the rate of time and one-fourth for the first two hours in excess of the regular eight-hour day on each such day, and at the rate of time and one-half for all time thereafter on each such day.

2. Employees shall choose their own committees from among themselves, in their own way, and these committees are to be free to take up any and all complaints with the employer or his duly authorized representative.

3. Retroactive wages due under this award shall be paid from July 31, 1918, the date of joint submission, said payment to be made not later than March 15, 1919.

T. M. GUERIN,
H. H. RICE,
Section.

Award in re Employees v. St. Louis Coffin Co.

258. November 19, 1918.

Recognition of union.—It appears that prior to April 8, 1918, the St. Louis Coffin Co. entered into an agreement with certain unions representing some of its employees. The board decides that such agreements shall be maintained.

Committees.—The evidence further shows that in other departments of this establishment union and nonunion men and women work together, which practice obtained for some time. The request of such employees for the exclusive employment of union men and women is disapproved of by the board for the reason that no such arrangement was in force prior to the submission of this controversy. However, the principles of the board recognize the right of the workers to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions, other than those specified in the preceding paragraph. As the right of the workers to bargain collectively through committees has been recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees in accord with the principles of this board.

Hours of labor and overtime.—It appears that by agreement between the company and its employees during the latter part of April, 1918, the work day in this establishment was fixed at 9 hours. The board decides that this basic day shall continue 5 days per week, with a 5-hour work day on Saturday. Time in excess of these daily hours shall be paid for at the rate of time and one-half, with double time to be paid on Saturday afternoons, Sundays, or holidays.

Wages.—It appears from the evidence that on June 26, 1918, a settlement of the strike of the employees of this company was made on the basis of giving 15 per cent increase in wages. The board decides that an additional 25 per cent increase be granted to all day and hourly workers on the rates in effect July 26, 1918, and that the committees hereinbefore provided and the management shall meet within 10 days after such committees are constituted to agree upon classifications and minimum rates for the various occupations. If any disagreement occurs that can not be mutually adjusted it shall be referred to the National War Labor Board for decision.

Piecework.—The board can not justly direct the abolition of piecework operators in this establishment, therefore it directs that all questions concerning piecework practices and rates be adjusted by conference between the management and the committees contemplated in section 2.

Women's wages and conditions of labor.—Where women are employed on work usually performed by men they will be allowed equal pay for equal work and must not be allotted tasks disproportionate to their strength. The request of the women for minimum rates of pay is granted, as follows:

First three months' service, 21 cents per hour.
Next six months' service, 26 cents per hour.
After nine months' service, 32 cents per hour.

Working conditions.—Provisions for the health, comfort, and working efficiency of men and women employees shall be made in accordance with standards agreed upon

in conference between the management and the shop committees. In case of disagreement, appeal should be made to the city or State factory inspector for decision.

Apprentices.—The establishment of an apprentice system should be mutually agreed upon between the company and the shop committees. The board recommends that provision be made for a reasonable number of apprentices.

Retroactive pay.—This award shall be retroactive to July 26, 1918, and the company shall have until December 15, 1918, to calculate and make final payment of the retroactive wages due hereunder.

Duration of award.—This award shall be in effect for the duration of the war except that either party may reopen the case before the board at intervals of six months hereafter for such adjustment as changed conditions may render necessary.

C. E. MICHAEL,
MATTHEW WOLL,
Section.

Findings in re Grain Elevator Workers, Local No. 16198, v. J. A. McNulty, Minneapolis, Minn.

261. April 11, 1919.

The National War Labor Board, in considering on appeal the question of jurisdiction involved in this case, affirms the decision of the joint chairmen as handed down under date of November 22, 1918. It also makes the following findings:

This is not a joint submission.

J. A. McNulty was named a defendant in the case of the Grain Elevator Workers *v.* Atlantic Elevator Co. et al., docket No. 261, but the character of service rendered by the employees of respondent can not very well be classed with that performed by grain elevator workers, and separate findings, therefore, are had.

The business engaged in consists of reclaiming grain door material from inbound grain shipments and conditioning same for reuse; also in inspecting and coopering cars for bulk grain loading. It also appears that the work is done under contract with various carriers and under the supervision of the United States Railroad Administration, and whilst McNulty does not agree to abide by the findings of the board, at the same time there is some intimation on his part that if the board should recommend an increase in wages he could follow the findings in the event that the Railroad Administration reimburse him for the additional expense.

The persons employed in this work vary from 60 to 115, owing to the season.

There are two classes of employees—car coopers and door pullers or reclaimers. These men ask 55 and 50 cents per hour, respectively, and that the 8-hour day, now in effect, be modified and continued. A reaffirmation of the right to organize and bargain collectively in accordance with the principles enunciated by the National War Labor Board is also requested.

The following rates are shown to have been in effect on the dates mentioned:

Date.	Coopers' rate per hour.	Door pullers' or reclaimers' rate per hour.	Hours per day.
	Cents.	*Cents.*	
Aug. 1, 1914	27.5	25.0	10
Aug. 1, 1916	30.0	27.5	10
Apr. 1, 1918	32.5	30.0	10
July 1, 1918	35.0	32.5	9
Aug. 1, 1918	45.0	40.0	9
Sept. 15, 1918	50.0	45.0	8

FINDINGS.

Wages.—The trend in the cost of living was upward for some months subsequent to the last wage increase received by the men, and the request made, amounting to an increase of 10 per cent, seems reasonable as applied to December 1, 1918, and thereafter. That the coopers should receive 55 cents per hour and the door pullers 50 cents, effective on and after December 1, 1918, is recommended.

Committees.—The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there should be no discrimination or coercion directed against proper activities of this kind. Employees

in the exercise of their right to organize also should not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

As the right of the workers to bargain collectively through committees is recognized by the board, it is the recommendation of the board that the company recognize and deal with such committees of their own employees after they have been properly constituted by the employees of the company, and that future differences between the company and the employees be adjusted by these committees.

Hours.—The evidence shows that 8 hours constitutes a day's work in this plant, and that time and one-half is paid for all overtime and also Sundays and holidays. It is recommended that said hours continue, with the exception that double time be paid on Sundays and holidays.

Adopted by the board April 11, 1919, the vote being as follows:

For: Joint Chairman Manly, Vice Chairman Judson, and Labor Group.

Against: Employer Group.

MINORITY REPORT.

The employer members could not support the above findings for the reason that the wages of these employees were advanced on April 1, July 1, August 1, and September 15, 1918, and in the judgment of such members the wages are adequate for the class of service rendered.

Findings and Award in re Amalgamated Association of Street & Electric Railway Employees of America, Division No. 764 v. The Kansas City Railways Co.

[Effective also in the case of Docket No. 266, Kansas City Railways Employees Brotherhood v. The Kansas City Railways Co.]

265. October 24, 1918.

This is a controversy between the employees of the defendant company, members of the Amalgamated Association of Street & Electric Railway Employees of America, Division No. 764, and The Kansas City Railways Co.

This company is a street railway corporation operating lines of railway in the cities of Kansas City, Mo., and Kansas City, Kans., and the suburbs thereof. The case comes before the National War Labor Board upon joint submission signed by both parties August 7, 1918. Extended hearings were held by examiners and the case was argued exhaustively by counsel for all of the parties before the examiners at Kansas City, Mo., and before the joint chairman at Washington, D. C. The employees involved were represented before the board by Mr. William T. Mahon, president of the Amalgamated Association of Street & Electric Railway Employees of America, Mr. Frank O'Shea, international vice president of the same organization, and Messrs. Clif Langsdale and James H. Vahey, attorneys representing the same association. The company was represented in the proceedings by Messrs. Frank Hagerman and Clyde Taylor, counsel for the company, and Mr. Philip J. Kealy, its president.

The issues involved were:

Wages.
Status of women employees.
Revision of schedules.
Constitution of working day.

AWARD.

1. *Wages.*—The board is fixing these rates for the period of the war only and therefore substitutes for more extended graduation of rates by years shorter periods for the increases. The wages of motormen and conductors shall be:

For the first three months of service, 43 cents per hour.
For the next nine months of service, 46 cents per hour.
Thereafter, 48 cents per hour.
Men operating one-man cars, 53 cents per hour.

The wage scale for hostlers shall be the same as that for motormen and conductors.

2. *Wages of other employees.*—The wages of employees other than motormen and conductors, which have been submitted to the board for fixation, shall be increased by the same per cent that the maximum of the wage scale paid to motormen and conductors is increased by this award; provided, however, that if this per cent increase does not bring the wage of any adult employee up to a minimum of 42½ cents per hour, that he or she shall be paid said minimum of 42½ cents per hour.

3. *Schedules and hours.*—When the elapsed time consumed by swing runs exceeds 13 hours, an addition of pay for the period of excess consumed time shall be allowed as follows:

For the fourteenth hour, 15 minutes.
For the fifteenth hour, 30 minutes.
For the sixteenth hour, 45 minutes.
For the seventeenth and each successive hour, 60 minutes.

These allowances are to be applied to successive periods of one half-hour each; less than one-half of such period to be neglected and more than one-half of each such period to count as allowed time for the full allowed period. Whenever there is a break or lay-off time in any of the scheduled runs of 45 minutes or less, such period shall be paid for at the rates prescribed in this award and shall be considered to be a part of the platform time.

For all time required in excess of the regular schedule time, time and one-half shall be paid. Night cars shall all be straight runs, with no more than 8 hours' time and with 10 hours' pay.

4. *Status of women employees.*—Women employees shall receive equal pay with men for the same work, and the guaranteed minimum for women shall be increased from $60 per month to $75 per month, as now obtains in the case of the men.

5. *Constitution of working day.*—The employees asked that all employees running on a schedule of less than 9 hours be placed on a 9-hour basis and that 9 hours be known hereafter as the working day, and that all those having a schedule of less than nine hours be paid for 9 hours' work. This demand was not supported by adequate testimony or argument and is not in accord with previous decisions of the board.

6. *Interpretation of award.*—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board. Pending the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

7. *Date effective.*—This award is to take effect as of August 17, 1918, and shall remain effective up to and including August 17, 1919, or for the duration of the war, except that either party may reopen the case before the board at periods of six months' interval, beginning February 1, 1919, for such adjustment as changed conditions may render necessary. The company will be allowed until December 1, 1918, to make the payments to its employees of the back pay awarded herein.

8. *Kansas City Railway Employees Brotherhood.*—Certain of the employees of this same company were represented before the board by Mr. Samuel R. Freet, counsel for Kansas City Railways Employees Brotherhood. This award, in all respects, shall cover said employees in like manner as the employees represented by the officials and attorneys of the Amalgamated Association of Street & Electric Railway Employees of America, Division No. 764.

9. *Conditions of award—Financial ability of company.*—(*a*) Terms of submission: Under the agreement of submission between the company and its employees, this award was made conditional upon the granting of an increase in the rate of fare to be charged per passenger by the company and subject to the financial ability of the company to meet the requirements of the award.

(*b*) Increase in fares: The company made a showing to the board as to its financial condition, based upon an official audit thereof. The representatives of the employees conceded its substantial accuracy, and the board extended full opportunity to the representatives of the municipality of Kansas City, Mo., to present any countervailing proof or argument, which was declined. The board, upon the showing so made, finds that the company, under present revenues, is financially unable, and its general financial condition will not permit it, to pay the wages herein awarded to its employees or to readjust its schedules as herein directed. Accordingly, the board finds that in order to enable it to put this award into effect the company should be permitted to make such charges for its services as will produce sufficient income to pay the wages herein specified, as well as the other expenditures and charges necessary to the rendition of proper and uninterrupted service.

The increase in fares is only for the period of the war and the general equities of the same do not turn upon the history of the relations between the local street railways and the municipalities in which they operate. Nor does the claim for an increase in fares rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare is directed solely because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their services and pay the just and fair scale of wages to their employees as herein awarded. Overcapitalization, corrupt methods, exor-

bitant dividends in the past, if any there have been, are not relevant to the question of national policy in the present exigency.

In strict justice, the public must pay an adequete war compensation for a service which can not be rendered except at war prices.

WM. H. TAFT,
FRANK P. WALSH,
Joint Chairmen.

SUPPLEMENTAL PROCEEDINGS IN THE INTERPRETATION AND ENFORCEMENT OF THE AWARD.

January 31, 1919.]

This is an application for the interpretation and enforcement of an award heretofore made by the National War Labor Board on October 24, 1918, upon the recommendation of the joint chairmen, to whom as a section of the board the controversy was referred. The board fixed the rates of wages to be paid at the standard of wages which it had followed in respect of street railway employees in Detroit, Cleveland, Chicago, Boston, and other cities of the same class and character, the rates varying from 43 cents per hour to 48 cents per hour, which was the maximum, for cars manned by conductors and motormen. It fixed a minimum of 42½ cents per hour for any adult employee. There were other provisions of the award not now necessary to mention. The sixth clause of the award was as follows:

> *Interpretation of award.*—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board. Pending the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

Instead of applying to the examiner, the employees in seeking the interpretation of the award in the present case have applied to the joint chairmen, who are the section of the board, under the practice of the board, to whom all the street railway and public utility controversies are referred.

The award was to take effect as of August 17, 1918, and remain effective up to and including August 17, 1919, or for the duration of the war, except that either party might reopen the case before the board at periods of six months' interval, beginning February 1, 1919, for such adjustment as changed conditions might render necessary. The company was allowed until December 1, 1918, to make the payments to its employees of the back pay which the decision of the board awarded.

The ninth clause of the award was as follows:

> (*a*) Terms of submission: Under the agreement of submission between the company and its employees, this award was made conditional upon the granting of an increase in the rate of fare to be charged per passenger by the company and subject to the financial ability of the company to meet the requirements of the award.
>
> (*b*) Increase in fares: The company made a showing to the board as to its financial condition, based upon an official audit thereof. The representatives of the employees conceded its substantial accuracy, and the board extended full opportunity to the representatives of the municipality of Kansas City, Mo., to present any countervailing proof or argument, which was declined. The board, upon the showing so made, finds that the company, under present revenues, is financially unable, and its general financial condition will not permit it, to pay the wages herein awarded to its employees or to readjust its schedules as herein directed. Accordingly, the board finds that in order to enable it to put this award into effect the company should be permitted to make such charges for its services as will produce sufficient income to pay the wages herein specified, as well as the other expenditures and charges necessary to the rendition of proper and uninterrupted service.
>
> The increase in fares is only for the period of the war, and the general equities of the same do not turn upon the history of the relations between the local street railways and the municipalities in which they operate. Nor does the claim for an increase in fare rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare is directed solely because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service and pay the just and fair scale of wages to their employees as herein awarded. Overcapitalization, corrupt methods, exorbitant dividends in the past, if any there have been, are

not relevant to the question of national policy in the present exigency. In strict justice the public must pay an adequate war compensation for a service which can not be rendered except at war prices.

On November 1, 1918, the company filed bills in equity in the United States courts for the districts of Missouri and Kansas, against the public service commission in Kansas and Missouri, against the municipal authorities of Kansas City, Mo., and Kansas City, Kans., and against the two street railway unions which were parties to this award. The bill in effect averred that the effect of the award of his board was to direct the increase of wages, and also to direct the increase of fares to meet the wages, in order that the street railway company might be maintained and permit maximum production for the war; that the authority and power of the board rested in the war power of the National Government and superseded the usual powers of the public utility commissions of Missouri and Kansas, and that therefore the company had the right to collect the fares needed to enable it to pay the wages awarded, which were 8 cents per passenger and 1 cent for transfer; that the public utility commissions and all the local authorities threatened to prevent the company from charging more than 5 cents fixed in the original franchise of the company, or 6 cents which had been allowed on the Missouri side by the public commission but which had been suspended pending court proceedings to test the validity of the increase to 6 cents. The company rested its claim on the ground that such interference violated its rights under the Federal Constitution.

The court denied the injunction on the ground that the order made was conditional and did not become effective until the rates were raised by the proper State authorities. The order of the Federal judges denying the injunction was handed down on the 2d of December, and on the 6th of December the company made application for an appeal to the Supreme Court of the United States from the order of the district court.

At the hearing in the Federal court room on November 5, counsel for the Missouri Public Service Commission inquired as to why application for the increased fare sought had not been filed with that commission, instead of frivolous Federal suits, and he stated that the commission would undoubtedly grant whatever increase might be fair. No application was filed before the commission of Missouri until December 7. On December 9 a committee of the employees called on the president of the company and asked him what prospect there was for the performance of the condition upon which the wage award would go into effect. The company's president stated that he did not know of any prospect, that he could not send any message to the men, but referred them to the mayor to find out what he was willing to do. The mayor had no power to grant or refuse an increase in fares.

On the night of the 10th of December the employees voted to strike, and did so on the next day. Thereupon the company published a half-page advertisement in the newspapers, headed "A strike against the community," in which it charged that the strike was carefully planned by the men, not so much against the company as it was against the politicians, with a view that the business interests would bring about a settlement.

On the 12th of December President Kealy conferred with the Employers' Association of Kansas City, and discussed the 6 and 8 cent fare propositions at some length, stating that such an increase in the fare meant a much smaller volume of business. He said, "The higher the fare the harder it is on people who use the cars, and the higher the fare the more perplexing the problem becomes. I doubt whether we could pay the award made on an 8-cent fare unless the volume of business should increase." In closing his statement Mr. Kealy said he opposed making a settlement on the basis of the War Labor Board award, because a readjustment would be necessary within a few months if there is a downward trend in the cost of living and cost prices generally. He said, "We'll hold our men longer than if we settle with them on a 48-cent an hour basis and then have to cut their wages later."

On the sixth day of the strike, on December 16, an offer was made on behalf of the employees, to the counsel for the company, that if an appeal to the Supreme Court from the denial by the district court of the injunction sought were dismissed, and the company would use every effort to secure an increase of fares before the two public utilities commissions, the men would go back to work at the old rate. This offer was not accepted by the company.

On the seventh day of the strike, on December 17, a conference was had in the mayor's office between a committee of the employees and the company officials, together with two conciliators of the Department of Labor and a committee of the employers' association. At this meeting it was stated that the men insisted that the appeal to the Supreme Court should be dismissed, and President Kealy replied that the suit would not be dismissed.

On the eighth day of the strike, December 18, the employees again, by resolution adopted at their mass meeting, offered to return to work if the company would pursue

its applications before the commissions for increased fare. This offer was published in the Kansas City papers but was not accepted by the company.

On the 3d day of January the employees made application for hearing before the joint chairmen at Omaha. The company had been advised that an application would be made at that place, but sent no one to represent it. The chairmen sent to the company and the parties in interest the following telegram:

P. J. KEALY,

President, the Kansas City Railways Co., Kansas City, Mo.

At Omaha yesterday division No. 764 of the Amalgamated Union of Kansas City applied to us as joint chairmen of the National War Labor Board to enter an order directing execution of the award made October 24 last and compliance with its terms as to wages without regard to the condition therein contained, making the award of wages dependent on legally authorized increase of fares for the company. The application is based on the averment that the company has not in good faith sought an increase of fares, as was its duty under the submission and award, but on the contrary by a continuance of hopeless court proceedings in the United States Supreme Court has deliberately prevented the grant to it of such an increase in fares by the State authorities of Missouri and Kansas who, but for such court proceedings, would already have heard and passed upon the company's petition for an increase in rates upon which the increased wages awarded to the men would have become payable. Being informed that the men have struck, we have advised their representatives that we can not hear their application under the rules of our board; but that if they will return to work under the old terms of wages and other conditions obtaining when they struck, we will fix Tuesday, January 14, 2 p. m., at Southern Building, Washington, as the time when the board or its chairmen will hear the application upon its merits. Of this hearing, in case the men return to work, please regard this telegram as notice and summons to appear at that time and place. We advised you that the men intended to make some application to us at Omaha where we agreed to hear it. You were not represented at Omaha so that we take this method of notifying you of the application and our action upon it. We have directed the counsel for the union to serve you with a copy of the petition and averments which they presented to us, accompanying it by an oral statement. Please acknowledge receipt of this telegram to Secretary Lauck, National War Labor Board, Washington.

WILLIAM H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

On January 12, the company published the following advertisement:

A STRIKE AGAINST THE COMMUNITY.

The statement was made on the morning of December 11, when our former employees, at the bidding of their leaders in Detroit, without warning and in the face of a contract not to strike, attempted to disrupt the business of this community, that this was *a strike against the community.* Nothing has ever been shown to disprove this statement. The best evidence of this is the action of the leaders of these men by attempting to have the War Labor Board enforce a wage that means an 8-cent fare, without regard to the decision of the Federal court, the consent of the city, and the public service commission of the State.

The strike was brought about by the leaders of the men refusing to accept the award of the War Labor Board and its construction by the United States district court. Under this award and by the ruling of the courts the rights of both parties were settled, and it was adjudged that the increase in wages was not effective until this company got an increase in fare which would make their payment possible.

The company had no power to collect a fare other than that authorized by public authority. However, in order to fulfill the conditions of the award it has, by every legal and orderly step possible, endeavored to secure the 8-cent fare which it takes to pay the wages demanded by the union. This in the face of an overwhelming public sentiment against any further increaae and opposition by public officials who represented this public sentiment. We are willing to leave to the public and public officials the question of whether or not we have earnestly tried to secure an 8-cent fare.

The leaders in this strike are continuing their efforts to wage this industrial war upon the community. They are now asking the War Labor Board to interfere in the affairs of Kansas City and to take some action that will force the public to pay the wages named in the conditional award.

The real party in interest, the public, in this entire case has not been requested to appear in Washington, although the award is conditional upon its willingness to pay the wages specified.

* * * * * * * *

From the very beginning this has been a strike against the community. Prior to the strike statements were made in Labor Temple by these leaders that they would force the politicians to consent to an increased fare. That it would not hurt Kansas City to walk for a few weeks until it was willing to grant an increased fare. Failing, in spite of Christmas holidays, blizzards, 13 below zero weather, in every effort to bulldoze and bluff the people of Kansas City by the inconvenience, suffering, and financial loss occasioned by the strike, they are now attempting by some hook or crook to have the War Labor Board take some action.

On the 6th of January the men voted to offer to return to work and tendered their services to the company, as directed by the joint chairmen in the telegram of January 3 above quoted. The offer was rejected by the company. On that day the president of the company told a reporter of the Kansas City Star, when asked as to the telegraphic summons sent him from Chicago by the joint chairmen, that he would not spend the car fare to attend the hearing, that he was not in favor of an 8-cent fare, and that an 8-cent fare would never come to Kansas City.

The street railroad company, although full opportunity has been given, has offered little if any evidence to controvert that adduced on behalf of the men which has been set out in some fullness because the chief issue here is one of fact and that of good faith. The company did send a lawyer, Mr. Higgins, to the hearing in Washington, to present for it a written statement denying our jurisdiction to consider the application, announcing its purpose to ignore any action on our part in respect to the award as beyond our power, setting up a plea of res adjudicata that the Supreme Court of Kansas, with the men and company before it, had found the award made by this board conditional, and therefore we could not now hold it to be otherwise or to free it from the condition, and finally denying any lack of diligence or good faith on its part in actively seeking the right to charge the additional fares which would satisfy the condition of the award. Mr. Higgins brought to the attention of the chairmen that court proceedings had been begun in the courts of Missouri to prevent the public commissions from granting any increase in fares, and that only very recently had the supreme courts of the State sustained the view that those commissions had the power. Mr. Higgins insisted therefore that due diligence in prosecuting petitions for increases under the rules of the two commissions was manifest.

The prayer of the men in this application is that the board shall interpret the award to impose upon the company the obligation to use due diligence to secure authority for an increased rate of fare, which would enable them to pay the award and thus bring about a performance of the condition upon the award if the increase of fares becomes effective; that the board shall find on the evidence that instead of discharging this obligation the company has not in good faith sought the increase of fares, but has in effect taken a course which has prevented such increase; and that by such conduct the company has made the performance of the condition upon which the increased wages become payable unnecessary; wherefore the board should hold that the company must comply with the award of an increased wage without further regard to the condition. The men ask an order of the board appropriate to this end.

OPINION.

The preliminary objection to our power to hear and grant the relief asked in this application we overruled and disposed of at the oral hearing, but it is perhaps well for us to restate our ground for so doing. The award which we made was acquiesced in by both parties and was within the terms of the original submission. It therefore becomes binding upon the parties as a common-law award and has the same efficacy as a contract with a similar purport made by the parties. That award contains a provision for its interpretation by the board in the course of its execution. This application is merely seeking such interpretation in view of new facts arising since the award. Therefore the parties are before us by virtue of the original submission and are contractually bound by our interpretation as by our original award.

The plea that the award has been considered by the United States court with the parties before it and that that court has held the award to be conditional may be a good plea of res adjudicata as to that construction of the award. This is, however, immaterial, because no one disputes that the award was upon condition. It had to be to conform to agreement of submission. The only question here therefore is not as to the conditional character of the award, but it is whether the conduct of the com-

pany has been such as to prevent the performance of the condition made in its behalf, so that the condition is to be regarded in law as performed and the award rendered immediately effective.

The principle of law that must have application on the issue here is very clear and is settled by a great many authorities. We can quote from one of them—that of Williams *v.* Bank of the United States, 2 Peters, 96, "if a party to a contract who is entitled to the benefit of a condition upon the performance of which his responsibility is to arise, dispense with it or by any act of his own prevent the performance, the opposite party is excused from proving a strict compliance with the condition and the condition will be considered as having been performed,"

Cleveland Rolling Mill *v.* Rhodes, 121 U. S., 264.

Lovell *v.* St. Louis Insurance Company, 111 U. S., 264.

On the evidence we hold that the application of the men must be granted. We think the circumstances of the case show, with great clearness, that the company has not, with due diligence and in good faith, attempted to secure the performance of the condition and the increase in the rates of fare. It is not necesssry in reaching this conclusion that we find that the proceeding in the Federal court was not in good faith, and we do not so find. We should say, however, that the bill in the Federal court was filed on a most fantastic and unwarranted assumption in respect to the power of this board. This board was not created by Congress. It was not geivn any compulsory jurisdiction, although that is specifically asserted in the bill. It was merely offered to the public by the President of the United States as an instrument through which employers and employees might voluntarily have their difficulties mediated or settled by arbitration. He urged upon all patriotic persons to resort to the board for the maintenance of industrial peace and the avoidance of strikes and lockouts. This board never, in any decision, gave the slightest intimation that it had the right either to compel parties to submit to its jurisdiction, or that it had power to fix rates of fares for street railway companies, or to overrule the lawful local authorities in exercising the power conferred upon them by State legislatures to regulate the fares. The contention that this board intended to issue a mandatory order or any order at all to the local authorities to increase fares is so utterly without warrant on the face of the award that it is difficult to be patient with it.

The truth is that the board was anxious to secure a general increase in fares and revenues of street railways in such cases, because they were obviously as inadequate as the wages in view of increased cost of maintenance. It wished, so far as it could, to prevent the doing of justice to the men from increasing the burden of injustice to the company. So the board did not hesitate to urge upon local boards the doing of justice to the employer companies. It has been its general practice to do so in this class of cases. That it was a little more specific and direct in its recommendation in this case was due to the urgent request of counsel for the company.

To contend that the language of the award made it an unconditional order directed against State authorities, as the bill for an injunction seemed to insist that it was, was a claim so extreme as to create a doubt whether it could be serious.

An examination of the record shows the futility of the course pursued in seeking an injunction from the Federal court. The injunction asked, in its essence, was a mandatory injunction upon the State boards to grant authority to the company to increase its fares under the recommendation of this board. In other words, it was a proceeding to enforce that recommendation as a lawful order.

Not only was the bill framed on an utterly absurd view of the powers of this board, but it was most inexpedient and unwise in that it ignored altogether the lawful power of the commissions, except to make them parties in a compulsory proceeding. This would naturally have the effect of prejudicing pending or subsequent petitions of the company before these public service commissions for an increase. Not content with the dismissal of the absurd bill for an injunction, the company then proceeded to take an appeal from that dismissal to the Supreme Court. This appeal, in the nature of things, could not be heard by that court until after the period covered by the award had expired. A hopeless appeal of this character, which would only hold up the matter for the men for six months, was a most remarkable step for a company pressing for immediate increase of fares to help the men. The refusal of the president of the company to dismiss the appeal thus becomes most significant in the issue of good faith.

Not until the 7th of December, after the appeal had been filed, was application made to the Missouri commission for the raise in rates claimed by the company to be necessary. The pendency of the appeal in such a compulsory proceeding was not likely to stimulate the commission to immediate action.

The strongest contention of the company is that the delay in filing applications for increases in fare in the two State commissions was not inconsistent with a bona fide purpose to secure authority for the increase, because litigation in the States was then

pending to test the power of the State commissions to authorize the increase of fares. We do not regard this circumstance as having any such weight as is attributed to it. Had the application been made at once upon the handing down of the award, we know from the statement of the representative of the Missouri commission, made in open court, at the hearing of the injunction proceeding in the Federal court, that that commission would have promptly considered it; and even if an order of increase might have been dependent upon the ruling of the Supreme Court of the State of Missouri before it became effective, the favorable ruling there was made early in January and the order would then have been effective.

From all the circumstances of the case, we can not take any other view than that reasonably good faith and good sense required the promptest application to the State commissions of Missouri and Kansas in the first instance to secure this increase.

It should be added that counsel for the men charged that the filing of the application with the Missouri commission when it did come was merely a formal step, and an attempt to save appearances. We think the evidence sustains this view, because no pressure for a hearing of the application was brought to bear on the commission.

The men were wrong to strike on the 10th of December. It was contrary to their agreement, but we are bound to say that the course of the company in this most extraordinary legal proceeding very naturally aroused the suspicion of the men and their discontent, and when the president of the company, on the 10th of that month, upon their urgent request as to when he thought the award would become effective, referred them to the mayor, who had no authority in the premises, their suspicions were not likely to be allayed.

With these circumstances and the character of the litigation as a background, we come now to examine into the good faith of the company. The conduct of its president makes it clear to us that our finding on this, the only issue in the case, must be for the men. From the time that the men violated their agreement and made the mistake of striking, the action of the company and its president leaves no doubt in our mind that the company was thereafter determined that there should be no increase to 8 cents, with 1 cent transfer, but that the matter should be tided over by use of the appeal in the Supreme Court and a lax pressure for the hearing of the belated application for an increase in the rates before the only body authorized to increase them. It should be noted that within a very few days after the strike the men repeatedly offered to return to their work and work under the old rates, if the appeal to the Supreme Court was dismissed, and energentic pressure was put to the applications to the commissions. The offer was rejected, and the president stated specifically, in a subsequent meeting at which the offer was renewed, that the appeal to the Supreme Court would not be dismissed. Not until the day the case was argued here in Washington, i, e., on the 20th day of January, was the appeal in the Supreme Court dismissed. The advertisement on the 12th of December, the day after the strike, and that on the 12th of January, the day after the issuing of summons upon the present application by the joint chairmen, read together, show unquestionably that the company was seeking to prejudice the community against the men by accusing the men of being the real actors in a conspiracy to secure an 8-cent fare and 1-cent transfer. They called the strike of the men a "strike against the community to force up these fares." It is difficult to see how they could have more effectively blocked a bona fide effort before the commissions to increase the fares than by such advertisements.

These advertisements and the statements of the president during the strike are all of the highest evidential significance as to the good faith of the company, not alone as to the attitude of the company at the time the advertisements were inserted and the statements of the president were made, but as reflexive of his purpose before the strike came and of his general attitude toward the whole matter of the performance of the conditions which would have required his company to make heavy payments.

The last advertisement was published after two offers of the men to return to work if only the appeal to the Supreme Court was dismissed and due diligence shown in prosecuting the application for increased fares. More than that, the real attitude of the company toward the increase of fares to 8 cents per person and 1 cent transfer is shown by the uncontradicted evidence that the president of the company did not desire such an increase. His plan was clearly revealed the moment the men made the mistake of striking, by his announcement to the Merchants' Association that he preferred to have the old wages go on without an increase of fares rather than to have an increase of fares with the increase in wages. More than that, it seems to us that the measure of the increase to 8 cents, considering fares elsewhere, was excessive, and that, as the president himself intimated, it would probably have resulted in reduced revenue rather than increased revenue, and that an appeal for 7 cents or less would be sustained by its moderation and would probably result in greater revenue. We

may note that the board made no specific recommendation as to the amount of increase, because we were not sufficiently advised.

We have received telegrams from the mayor and the city councilor of Kansas City asseverating that the company has used every effort to secure advances in its fare in good faith. We are obliged, upon the facts presented, to differ from the mayor and the city councilor in this regard. When we were hearing the question of wages and the question of our recommendation as to increased fares, we invited the city to be represented by its councilor, with an opportunity for hearing, which was at first accepted and then declined. We have not been assisted in this case by them as witnesses or advisers except in the two telegrams.

We know nothing of the local prejudices or of the history of street car strikes in Kansas City. They are not relevant to this discussion.

It is of the utmost importance that good faith on both sides in dealings between labor and capital should be preserved. We do not hesitate, therefore, to condemn the action of the men in striking as they did, but we can not be blind to the provoking circumstances which led them to this wrong. They did attempt to remedy it within a few days after the strike by an offer that should have been accepted by the company. The attitude of the company seems to have been, so far as we can observe from the evidence, that it was content that the men had made the mistake of striking because it would enable them to defeat the union and to avoid the burden of increased wages. It will be observed that the submission was signed at a time when there was no prospect of ending the war. The men were induced to remain in the employ of the company, with the prospect of increased wages during the period of the war. The attitude of the company toward the situation and the interest of the company seem to have changed after the armistice came and after the prospect of a continual supply of labor was evident. While good faith must prevail on both sides in a controversy between employers and employees, it is not too much to hold that the differing circumstances surrounding the two sides should impose upon the employer uberrima fides, the highest faith. This is especially true when the relations between labor and capital are critical, and when demagogic and incendiary utterances are constantly being used to arouse the suspicion of wage earners.

The company has announced its purpose to disregard the action of the board taken upon this application on the ground that the board has no further jurisdiction. It can and should make no difference to the board whether the company may successfully avoid performance of the award because we have no compulsory judicial process within our control. It is our duty to proceed as if we were dealing with parties, complainants and defendants, who would comply with a lawful award. Upon that hypothesis we find that the company by its conduct has prevented the performance of the condition upon which the award was granted, that this conduct has not been in good faith, and that therefore the condition is to be treated as if performed, and the award shall become effective as from the 6th day of January, 1919, when the men offered to return to work, in accordance with our telegraphic order.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

ORDER OF FEBRUARY 1, 1919.

This case coming on for an order fixing definitely, as to time and other details, the effect of the opinion heretofore rendered herein and approved by the board, the board directs that the employees of the company who struck on the 11th day of December, 1918, shall be reinstated by the company on Monday, February 3, 1919, with such seniority rights as they had as of December 11, and that on and after February 3, 1919, they shall receive the wages in accord with the award already made without regard to the performance of the condition. This order shall not apply to any of the foregoing persons who may have disqualified themselves by conduct inconsistent with proper discipline, other than the ceasing of work on December 11, and the case of such persons, if they shall still insist upon reinstatement, shall be left to the National War Labor Board for determination.

As to the members of the Kansas City Railways Employees' Brotherhood, a separate organization from the Amalgamated Association, who were parties to the award and who have remained in the employ of the company, they shall be paid from the 6th day of January, 1919, under the scale of wages contained in the award, without regard to the condition thereof.

Findings and Award in re Amalgamated Association of Street & Electric Railway Employees of America, Division No. 381, v. Butte Electric Railway Co.

271. November 21, 1918.

The undersigned were selected as a section of the National War Labor Board to hear this controversy, and hereby report to the board the following findings and award:

Wages.—The rates are fixed for the period of the war only, and therefore there is substituted for more extended graduation of rates by years a shorter period for the increases.

The wage scale for all motormen and conductors shall be:

For the first three months of service, 61 cents per hour.

For the next nine months of service, 63 cents per hour.

Thereafter, 65 cents per hour.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding except as provided in the rules of the board.

Date effective.—This award is to take effect as of August 3, 1918, and shall continue for the duration of the war except that either party may reopen the case before the board at periods of six months' interval, beginning May 1, 1919, for such adjustments as changed condition may render necessary.

The company shall be allowed until February 1, 1919, to make payments to its employees of the back pay due them under this award.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fare which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may neet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.
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> WM. H. TAFT,
> FRANK P. WALSH,
> *Joint Chairmen and Section.*

Findings of Section in re Employees v. Smith & Wesson Arms Co., Springfield, Mass.

273. August 21, 1918.

Individual contracts.—The practice of the company in times past to take restrictive personal contracts such as were shown to the section, even if lawful when made, is contrary to the principles of the National War Labor Board, and the practice of taking such contracts should be discontinued for the period of the war.

Discrimination.—Relative to the charges of discrimination against employees for joining labor unions, and to the discharge of certain employees as shown in the record, the fundamental principles upon which the National War Labor Board is founded, under the proclamation of the President of date April 8, 1918, are conclusive as to these points and admit of no misinterpretation. They are:

> The right of workers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.
>
> The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the workers in any manner whatsoever.
>
> Employers should not discharge workers for membership in trade-unions, nor for legitimate trade-union activities.
>
> The workers, in the exercise of their right to organize, should not use coercive measures of any kind to induce persons to join their organizations nor to induce employers to bargain or deal therewith.

In accordance with said principles we recommend that said employees be restored to their former positions and paid for all time lost by them on account of their discharge.

Collective bargaining.—Under the principles quoted in the preceding section, the workers have the right to "bargain collectively through chosen representatives." In accordance with these principles we recommend the following:

(*a*) Election of committees. The election by the workers of their representative department committees to present grievances and mediate with the company shall be held, during the life of this award, in some convenient public building in the neighborhood of the plant, to be selected by the examiner of this board assigned to supervise the execution of this award, or, in case of his absence, by some impartial person, a resident of Springfield, Mass., to be selected by such examiner. Such examiner, or his substitute, shall preside over the first and all subsequent elections during the life of this award, and have the power to make the proper regulations to secure absolute fairness.

In the elections the examiner shall provide, wherever practicable, for the minority representation by limiting the right of each voter to a vote for less than the total number of the committee to be selected. Elections shall be held annually.

(*b*) Duties of department committees. The duties of the department committees shall be confined to the adjustment of disputes which the shop foremen and the division superintendents and the employees have been unable to adjust.

The department committee shall meet annually and shall select from among their number three employees who shall be known as the committee on appeals. This committee shall meet with the management for the purpose of adjusting disputes which the department committees have failed to adjust.

Wages and working conditions.—We recommend that all matters in dispute as to wages and other conditions of employment be adjusted by the committees herein provided for, and that in case of disagreement reference be made to this board.

Interpretation of award.—For the purpose of securing a proper interpretation of this award, the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the section making this award. Pending such appeal the decision of the examiner is to be binding.

F. N. JUDSON,
FRANK P. WALSH,
Section.

Award in re Employees v. Walworth Manufacturing Co., Kewanee, Ill.

274. March 6, 1919.

1. *Right to organize.*—The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain with their unions.

2. *Hours of work and overtime.*—The regular working time of each full week shall consist of 48 hours, divided into six daily periods of 8 hours. By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

It is further provided that no worker shall be entitled to payment for overtime or extra time unless he shall work 48 hours in said full week (or 40 hours when a holiday intervenes) except in the case of illness, accident, misfortune, or other just and necessary cause.

Excessive overtime shall not be exacted or permitted, and, in order that the same may be kept within reasonable limits, it is hereby decreed that where, in any one day, more than two hours overtime in excess of 8 hours is required by the company, then, for that day, overtime shall be paid without regard to whether or not the worker shall, during that week, have worked the weekly schedule provided for.

3. *Wages.*—Dating from the time of submission, viz, August 16, 1918, until approximately the signing of the armistice, November 15, 1918, every employee engaged during that period of time or any part thereof shall receive a sum equal to 10 per cent of wages earned during that period.

The reduction of hours from 50 to 48 shall be considered effective as of November 16, 1918. Wages earned since that time shall be computed on that basis.

The shop committees herein provided for shall meet with the representatives of the company as early as possible to determine the minimum rates of wages which shall govern the different classes of work.

Night workers shall receive a 5 per cent higher rate than day workers.

Women workers performing the same work as men or performing work ordinarily done by men shall be paid equal wages with men for equal work, and they shall not be allotted tasks disproportionate to their strength.

The company shall be allowed until April 5, 1919, to make payments to its employees of back pay due them under this award.

4. *Committees.*—This company has not only signified its willingness but has expressed a desire to meet with representative shop committees selected by the employees in whatever manner is acceptable to the employees, to consider not only matters affecting their immediate employment but also to consider subjects pertaining to the welfare of the industry as a whole and to promote cooperation and mutual helpfulness.

In view of this desire and because the right of the workers to bargain collectively through their chosen representatives is recognized by this board, the employees shall select from their own number a committee of six, or of such number as the employees may select, to confer with a committee of a like number appointed by the company for the purpose of carrying out the terms of the award, to work out and agree upon methods and procedure under which the shop committees shall consider and adjust any future matter of controversy or of mutual concern. The election of this committee shall be held forthwith, and immediately after its election shall meet with the representatives of the company to carry out the above purpose.

5. *Piecework.*—The board can not justly direct the abolition of the piecework system, and therefore directs that all questions concerning piecework practices and rates be adjusted by conference between the management and the committees provided for in section 4. It is, however, recommended that piece-rate workers be guaranteed the minimum hourly rate for time lost in waiting for materials, etc., due to circumstances beyond the workers' control.

6. *Duration of award.*—This award shall be effective for the duration of the war.

7. *Administration.*—Should any differences arise relative to the application and interpretation of the terms of this award which can not be adjusted between the committees and the management in conference, upon application by either party the secretary of the National War Labor Board may appoint an administrator, who shall hear any differences that exist and shall promptly render his decision, from which an appeal may be taken by either party to the section making this award. Pending such appeal the decision of the administrator shall be enforced.

MATTHEW WOLL,
JOHN F. PERKINS,
Section.

Findings and Award in re Amalgamated Association of Street & Electric Railway Employees of America, Divisions No. 669 and No. 737, v. Rochester & Syracuse Railroad Co. (Inc.).

278. November 21, 1918.

The undersigned were selected as a section of the National War Labor Board to hear this controversy, and hereby report to the board the following findings and award:

Wages.—The wages of substation men shall be as follows:

Substation operators, $4.25 for 12 or 10 hours.
Substation operators, $3.64 for 8 hours.
Substation operators (apprentice), with less than one year of service, $3.45 for 8 hours.
Substation repair men, $4.25 for 10 hours.

Wages of other employees.—The wages of employees other than those fixed above, which have been submitted to the board for fixation, shall be increased by 20 per cent, provided, however, that if this percentage increase does not bring the wage of any adult male employee up to the minimum of 42 cents per hour he shall be paid said minimum of 42 cents per hour up to not more than 10 hours work per day; and provided further that where women are employed in the same classification as men they shall be paid equal pay for equal work.

The foregoing provision shall not apply to employees who already are receiving union craft rates, nor operate so as to increase their wages beyond such rates.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner who shall hear any differences arising in respect to this award between the parties, and promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

Effective date.—This award is to take effect as of August 9, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the board at periods of six months' interval, beginning May 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until February 1, 1919, to make the payments to its employees of the back pay due them under this award.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper authorities of the fare which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our great urgent recommendation on this head.
>
> WM. H. TAFT,
> FRANK P. WALSH,
> *Joint Chairmen and Section.*

Findings in re Brotherhood of Locomotive Engineers v. New York Consolidated Railroad Co. (Brooklyn Rapid Transit System).

283. October 24, 1918.

This is a controversy between certain motormen, members of the Brotherhood of Locomotive Engineers, Locals 419 and 858, employed on the lines of one of the subsidiary operated companies of the Brooklyn Rapid Transit System, of New York City, legally designated as the New York Consolidated Railroad Co., and said company.

There are but two questions involved in this case:

1. The right of the workers upon this line freely to organize in trade-unions of their own selection and to bargain collectively with the company through chosen representatives without interference on the part of the company.

2. Discrimination against individual employees alleged to have been dismissed for exercising their right to join a particular trade-union and the right of said discharged employees to reinstatement in their positions.

The employees involved were represented before the board by Mr. L. G. Griffing, assistant grand chief of the Brotherhood of Locomotive Engineers, and Mr. A. H. Kcsselman, counsel for the workers. The company was represented in the proceedings by Messrs. Timothy S. Williams, president, and J. J. Dempsey, vice president, of the company, and Messrs. George D. Yeomans and M. B. Hoffman, its legal counsel.

Exhaustive hearings were held by examiners, as well as by the joint chairman, both parties to the controversy being represented as hereinbefore set out. The company, however, denied the jurisdiction of the board either to entertain consideration of the controversy or to make an enforcible award, on the grounds following:

> That there is no controversy between the men of the New York Consolidated Railroad Co. and their employers, and because the matter out of which the question has arisen is itself in violation of the spirit and principles of the War Labor Board.

The contention of "no controversy" between the men and the company was, in part, based upon statements filed with the board, signed, as claimed by the company, by all but four of the motormen on the subway and elevated lines, of date of August 9, 1918.

On the question as to the existence of a controversy within the meaning of our principles, we find the following to be the facts:

(*a*) That a strike vote, prior to the interposition of this board, was taken, which embraced a considerable proportion of the motormen admittedly employed on the subway and elevated lines of the company;

(*b*) That the employees and former employees of the company have filed a complaint against the company in due form and have appeared as witnesses at the hearings in person and by representatives, setting forth in detail a number of substantial grievances which they desired to have adjusted;

(*c*) That the jurisdiction of the board was invoked by the Department of Labor, under the rules and practice of the National War Labor Board, after investigation by said department.

We have considered and weighed the evidence, consisting of signed statements of employees to the effect that no controversy exists, but an examination of the names signed to these statements shows that many of the signatories are employees and former employees now actually appearing as complainants against the company. The complainants charge, in effect, that these statements were in some degree procured as a result of coercion, and this claim would seem to have basis in fact on account of the anomalous situation presented of men who signed the statements to the effect that there was no controversy, at the same time prosecuting their grievances before us with vigor.

In view of the foregoing, it follows that the ruling must be that the case is one which comes properly under the jurisdiction of the National War Labor Board, and that there is such controversy between the company and its workers as entitles the complainants to the interposition of the board.

Among the principles proclaimed by the President of the United States in his proclamation of April 8, 1918, to govern the relations between workers and employers for the period of the war, is the following:

> The right of workers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.

That this provision of the President's proclamation was violated by the company, it would seem to us admits of no doubt. We are brought to this conclusion primarily

by the admissions of the president of the company and other high officials as to their attitude of opposition to the men joining the unions chosen by them as most desirable for their welfare, by the espionage of the officials of the company in the neighborhood of the meeting place of the organization and elsewhere, by the fact that the dismissals were abnormally large in number during the two months when the issue as to the unions was acute, as compared with dismissals for years prior to that time, and finally by the showing that the men who exercised their right to join unions admittedly opposed by the officials of the company were charged with demerits which accumulatively brought about their discharge with such rapidity and under such circumstances, after their membership in unions was disclosed, as to lead us to the conclusion that dismissals, in a large number of cases, were caused by their legitimate union activities and not on account of inefficient service or improper conduct, the reasons assigned by the company for the dismissals.

The company seeks to avoid the charge of denying its workers the right to collective bargaining by pointing out that there is no opposition on the part of the company to membership in the organization known as the Brooklyn Rapid Transit Employees' Benefit Association. The employees claim, however, that this association is within the direct environment, if not actually under the control, of the company itself.

The form of the benefit association seems to have been changed ftom time to time, but one feature which has persisted is that the president of the company has appointed the president of the association, and the president of the association has either himself conducted the elections or appointed persons to do so. It is claimed that this has never resulted in a suggestion of unfairness, but where the issue is acute and a company-formed association is offered as a substitute for an association of the voluntary formation of the men, the slightest suspicion of an opportunity for unfairness on the part of the employer is itself a reason for questioning the usefulness of such an organization.

Without further discussion of the merits of this last-named association, it is easy to see why it is not regarded by a considerable portion of the men as a satisfactory medium for their collective action; and under the principle hereinbefore set forth the men are free to join such organization as they may select themselves and to appoint such persons as their representatives whom they may regard as most suitable to them. Following the section of the proclaimed principles of the board above set forth, it must be ruled that the employees of the company who desire to become members of the Brotherhood of Locomotive Engineers, or any other legitimate labor organization, shall be permitted to do so without denial, abridgment, or interference upon the part of the company.

To avoid a misconception of many employers we wish to say that we are not here deciding that the railroad company must recognize, deal with, or make a contract with the Brotherhood of Locomotive Engineers.

We are not unionizing the employees of the company in the sense of making its organization a closed shop.

Under our principles the company, not being bound otherwise by any contract or agreement with the union, may refuse to receive and deal with any committee but one of its own employees. But it can not bar its employees from joining such unions and organizing such unions as they choose. If these employees see fit to follow a lawful course toward the company advised or directed by a national or international union including in its membership many others than their own number, it is their right and the company may not prevent them from so doing and may not complain.

For the foregoing reasons we make the following findings:

Right to organize.—The right of the workers of this company freely to organize in trade unions, or to join the same, and to bargain collectively, is affirmed, and discharges for legitimate union activities, interrogation of workers by officials as to their union affiliations, espionage by agents or representatives of the company, visits by officials of the company to the neighborhood of the meeting place of the organization for the purpose of observing the men who belong to such unions, to their detriment as employees of the company, and like actions, the intent of which is to discourage and prevent men from exercising this right of organization, must be deemed an interference with their rights as laid down in the principles of the board.

Reinstatement.—We therefore recommend, as the only just basis for a proper settlement of this controversy, that the New York Consolidated Railroad Co. reinstate to their positions the following employees whom we find to have been dismissed primarily because of legitimate union activities, with full pay for all time lost from the dates of their several dismissals, minus any intervening earnings in other employments, as follows:

Name.	Badge No.	Date of discharge.
Allen, L. L.	39	Sept. 16, 1918
Boylan, James	607	July 1, 1918
Bond, H. C.	261	Sept. 10, 1918
Cornell, Geo. R.	409	Do.
Callery, Patrick	7,064	Aug. 8, 1918
Devine, D. F.		Aug. 29, 1918
Dunleavy, John	332	Sept. 16, 1918
Dixon, John	667	Aug. 6, 1918
Falk, Joseph	7,043	Sept. 18, 1918
Folts, Frank	416	July 19, 1918
Fitzell, M. T.	615	Aug. 8, 1918
Gaskell, Chas.	553	Aug. 1, 1918
Henry, Dennis	382	July 18, 1918
Hogarty, James	202	Aug. 29, 1918
Johnson, Wm.	694	Aug. 1, 1918
Kramer, Theo.	617	Aug. 5, 1918
Lenty, J.	671	Sept. 7, 1918
Locke, Jerry	7,080	Aug. 5, 1918
Muller, J. A.	534	July 17, 1918
Nelson, R. J.	649	Sept. 6, 1918
Onderdonk, C. C.	691	Aug. 22, 1918
Rave, Henry		July 18, 1918
Prescott, W. G.	334	Aug. 29, 1918
Smith, Joseph	7,043	Sept. 18, 1918
Schaefer, J. J.	336	Aug. 30, 1918
Schmidt, Wm.	145	Aug. 22, 1918
Steininger, G. H.	659	Aug. 5, 1918
Trauerts, C. S.	297	Do.
Whitfield, John	7,060	Aug. 15, 1918

In the case of Fred Eisenbach, John Finneran, Olaf Rasmussen, and James Seery, for whom reinstatement appears to have been asked, no evidence was introduced and therefore we do not include them in the list of reinstatements.

In the case of J. J. Donnelly, it appears that he was not dismissed, but left the service of his own volition, and therefore we take action as in the last-named cases.

In the case of Henry Paton, who was discharged in March, 1918, and is now employed by the Pennsylvania Railroad; while it appears that his discharge may have been influenced by his union activities, nevertheless it seems that he is not entitled to be considered a party to the present proceeding and his reinstatement is therefore not included in this finding.

In the case of former motorman Henry Kuhn, we find that while he is a man of long experience and of unquestioned skill in his calling, that he has, perhaps due to his long service, grown somewhat indifferent, if not negligent, in the performance of his duties. In addition to this, it would seem that Mr. Kuhn's duties with respect to his local union (without criticising his conduct or denying his lawful right to so act) seem to take him increasingly away from his regular position with the company, and for these considerations, in our opinion, he should not be among those to be reinstated.

In the cases of George Gaskell, Thomas Finn, James Smith, and Louis Jacob Zucker, the records of these men as developed during the hearings seem to indicate that they are not qualified for the responsible positions of motormen or motor switchmen, and, therefore, it is our opinion that they should not be reinstated to their former positions; without prejudice, however, to their securing employment in other occupations more nearly suited to their capabilities.

We have reached these conclusions with the hope that they may be made the basis for accommodation between the employer company and the dissentient employees. We think our principles may be misunderstood by both sides, and we have, therefore, set them forth with as much elaboration as seems proper. We leave to the company and its employees, without further specification, full opportunity to come to an agreement in the light of these principles, and our recommendations have been made with the hope that a just and full accommodation, satisfactory to both parties in a proper spirit may be reached without interfering with the contiuued usefulness of the important transportation system which the company has the responsibility for carrying on.

WM. H. TAFT,
FRANK P. WALSH,
Joint Chairmen.

Findings and Award in re Amalgamated Association of Street & Electric Railway Employees of America, Division No. 759, v. Ohio Electric Railway Co., Lima City Lines.

296. January 15, 1919.

The undersigned were selected as a section of the National War Labor Board to hear this controversy, and hereby report to the board the following findings and award:

Wages.—The rates are fixed for the period of the war only, and therefore there has been substituted for more extended graduation of rates by years a shorter period for the increase. The wages for motormen and conductors shall be:

For the first three months of service, 38 cents per hour.
For the next nine months of service, 40 cents per hour.
Thereafter, 42 cents per hour.

Existing working conditions and differentials paid for special services shall continue.

Time and one-half.—Request for time and one-half for overtime is not granted.

Working conditions.—Rules governing pay for regular men, call duty for regular men, pay for tripper service and for extra men, division of work for extra men, posting car numbers, checking up reports, printing of rules governing traveling public, shall remain as at present.

Employment of extra men.—The number of extra men to be employed is within the jurisdiction of the company.

Discrimination.—The evidence discloses no interference by the company with the right of the employees to join the union. However, our principles recognize and affirm the right of workers to organize in trade unions and to bargain collectively through chosen representatives.

Reinstatement and leave.—The question of reinstatement and pay for suspended or discharged employees, and granting of leave of absence to committees representing employees, are matters to be settled between the company and the employees. Any specific grievances arising may be presented to this board for decision.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

Date effective.—The award is to take effect as of October 21, 1918, and shall continue until the end of the war as announced by Executive proclamation, except that either party may reopen the case before the board at periods of six months' interval beginning August 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until May 1, 1919, to make payments to its employees of the back pay due them under this award.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fare which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees

will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.

WM. H. TAFT,
BASIL M. MANLEY,
Joint Chairmen and Section.

Findings in re Employees v. New York Central Iron Works Co. (Inc.), Hagerstown, Md.

297. September 26, 1918.

In the case of employees versus the New York Central Iron Works Co. (Inc.), of the city of Hagerstown, Md.:

Agreement on all points at issue having been reached by the parties to this controversy at the request of both parties that said agreement be given the formal sanction of the National War Labor Board, it is hereby affirmed. Said agreement signed and executed at Hagerstown, Md., on the 9th day of September, 1918, is attached hereto and made a part of these findings.

Duration of award.—This award is made retroactive until August 5, 1918, and shall be effective for the duration of the war, except that either party may reopen the case before the National War Labor Board at periods of six months' interval, but in no event before February 1, 1919, for such adjustment as changed conditions may render necessary.

Interpretation of award.—In the event of any differences arising between the parties with respect to the interpretation of this award, the secretary of the National War Labor Board shall appoint an examiner, who shall hear such differences and promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board. Pending such an appeal the decision of the examiner shall be enforced.

JOINT SUBMISSION OF EMPLOYER AND WORKERS.

SEPTEMBER 9, 1918.

At a meeting of the officers, directors, and principal stockholders of the employer, New York Central Iron Works Co. (Inc.), the committee of five employees representing the workers, and John J. K. Caskie, examiner of the National War Labor Board, held at the offices of the company in Hagerstown, Md., on Saturday, 7 September, 1918, at 1.30 o'clock p. m., after full discussion it is agreed, and both employer and workers do hereby earnestly urge, that the following points be incorporated in the award of the National War Labor Board in this matter at its first meeting after this date when it will be possible for the board to give the matter its consideration, upon this submission and the report of the examiner, and without further hearing, in order to expedite the matter so that work may continue without interruption.

1. The employers shall meet with a committee chosen by the workers and there shall be no discrimination for or against nonunion men. The rights of workers to organize in trade unions is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employer in any manner whatsoever. The workers, in the exercise of their right to organize, shall not use coercive measures of any kind to induce persons to join their organizations nor to induce their employers to bargain or deal therewith.

2. A 9-hour basic day, six days in the week, shall apply in this plant. Time and one-half shall be paid for overtime and holidays. Holidays shall consist of New Year's Washington's Birthday, Lincoln's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

3. A committee of five shall be chosen by the workers by secret ballot at an election to be held and supervised by the committee of five workers signing this agreement and the general manager and the superintendent of the plant. If any individual worker is unable to settle a point of difference with the superintendent, the worker shall have the right to present such point of difference directly to the general manager or through the committee of five to be so elected. Should any worker on the committee cease to be employed at the plant, his place on the committee shall automatically become vacant and shall be filled in the manner prescribed for the election of the committee.

4. Where women are employed on work ordinarily performed by men they shall be allowed equal pay for equal work and shall not be allotted tasks disproportionate to their strength.

5. The maximum production of war materials shall as far as possible be maintained, and methods of work and operation on the part of workers or employer which tend to delay or limit production, or which have a tendency to artificially increase the cost thereof, shall not be permitted.

6. The entire pay roll has been gone over by the management, officers, and committee of workers, together with the examiner of the War Labor Board, Mr. Caskie, and each man has been classified and his rate of pay set opposite his name on said roll by full agreement of workers and employer. Copy of said roll and a classification is hereto attached.[13]

7. All wage advances to be retroactive as of August 5, 1918.

For the Company:

D. A. STICKELL.
MAX S. HIGGINS, *General Manager.*
WILLIAM WINGERT, *Secretary.*
C. E. PLACK, *Superintendent.*

For the Workers:

J. W. GRIMM.
O. R. NYMAN.
C. V. SMITH.
ROY GARLAND.
GEORGE WILES.

The following schedule of wages is hereby agreed upon:

	Per hour.
1. Layer-out	$0.75
2. Assistant layer-out	.50
3. Flange turner, first-class	.70
4. Flange turner, second-class	.55
5. Caulker and all-around boiler maker	.68
6. Hand and hydraulic riveter, first-class	.60
7. Hand and hydraulic riveter, second-class	.50
8. Machinist, first-class	.60
9. Machinist and drill man, second-class	.45
10. Punch man	.55
11. Shear and roll man	.55
12. Fitter-up, first-class	.60
13. Fitter-up, second-class	.50
14. Reamer	.55
15. Rivet heater, first-class	.25
16. Rivet heater, second-class	.20
17. Blacksmith	.65
18. Tester, first-class	.55
19. Tester, aecond-class	.50
20. Helper, first-class	.45
21. Helper, second-class	.40
22. Ordinary laborer	.40
23. Welder, first-class	.70
24. Welder, second-class	.50
25. Acetylene cutters	.45
26. Holder-on, first-class	.45
27. Holder-on, second-class	.40
28. Crane, 10-ton (woman)	.45
29. Crane, 3 and 5 ton (women)	.40
30. Engineer and fireman	.40
31. Pipe fitters	.50
32. Night watchmen	per night.. 2.75
33. Superannuated handy men	per hour.. .30

For the Management:

D. A. STICKELL.
MAX S. HIGGINS, *General Manager.*
WILLIAM WINGERT, *Secretary.*
C. E. PLACK, *Superintendent.*

Committee:

J. W. GRIMM.
O. R. NYMAN.
C. V. SMITH.
ROY GARLAND.
GEORGE WILES.

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[13] Pay roll not printed in this report.

Award in re Philadelphia District Council, United Brotherhood of Carpenters and Joiners of America, v. George W. Smith Co. (Inc.), and Kramer Woodworking Co., Philadelphia, Pa.

315. November 19, 1918.

The rate of wages of employees engaged on ship-joinery work shall be the rate awarded by the Macy Board, namely, 80 cents per hour.

This award applies only to employees when engaged on ship-joinery and millwork made specifically for ships being built under the control of the Emergency Fleet Corporation.

The rate of wages to be paid to employees when engaged on all other classes of work shall be the rate paid under agreements between the Philadelphia District Council, United Brotherhood of Carpenters and Joiners of America, with other employing concerns doing work other than that specified above as ship-joinery work in the city of Philadelphia.

This award is to take effect as of October 1, 1918, and shall continue for the duration of the war except that either party may reopen the case at periods of six months' interval, beginning May 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until December 15, 1918, to make the payments to its employees of the back pay, if any, due them under this award.

C. A. CROCKER,
T. M. GUERIN,
Section.

Award in re Machinists v. A. H. Petersen Manufacturing Co., Milwaukee, Wis.

320. March 14, 1919.

Hours.—Eight hours shall constitute a day's work.

Overtime.—Time and one-half shall be paid for all overtime, and double time for Sundays and holidays as are fixed by the statutes of Wisconsin.

Collective bargaining.—The right of workers to organize into trade unions and to bargain collectively through their chosen representatives is recognized and affirmed. The workers shall have free choice in the selection of committees from among themselves to represent them, and the employers shall meet with committees of their own employees for the purpose of adjusting any grievances which may arise.

Discrimination.—The principles of the National War Labor Board recognize the right of employees to organize into trade unions and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize shall not use coercive measures of any kind to compel any person to join their union, or to induce employers to bargain or deal with their unions.

Wages.—

Machinists and toolmakers, 72 cents per hour.
Specialists, 56 cents per hour.
Machinists' helpers, 49 cents per hour.

Termination of award.—This award terminates as of January 30, at the time the men went on strike, and is made applicable conditional upon the strike being promptly called off.

Retroactive.—This award shall be retroactive to the date of August 17, 1918, and the company shall be given until April 15 to make payments of retroactive wages as provided herein.

Retroactive pay shall apply to all employees under the above classifications who were in the service of the company between the dates of August 17, 1918, and January 31, 1919, to be computed on number of hours worked.

H. O. SMITH,
WM. H. JOHNSTON,
Section.

Award in re Foundry Employees (not Molders or Coremakers) v. Baker Manufacturing Corp., Saratoga Springs, N. Y.

335a. February 19, 1919.

Hours.—The hours shall remain as heretofore. Time and one-half for overtime. Double time for Sundays.

Wages.—The minimum wage shall be 46 cents per hour.

Retroactive pay.—This award shall be retroactive to August 27, 1918, the date of submission. Back-pay wages to be paid on or before March 15, 1919.

Duration.—This award shall be in effect until 30 days after either party serves notice on the other of the desire to terminate the same.

T. M. GUERIN,
JOSEPH W. MARSH,
Section.

Award in re Employees v. Pittsfield Machine & Tool Co., Pittsfield, Mass.

337. November 21, 1918.

Wages.—The wages to be paid the employees in the Pittsfield Machine & Tool Co. shall be the same rate of wages paid by the General Electric Co., of Pittsfield, to their employees in similar occupations.

Shop committee.—There shall be elected forthwith a representative shop committee in conformity with the plan approved by the board.

Administrator.—An administrator, preferably Mr. Stoddard, shall be detailed to ascertain the rates of wages that should be paid under this award and assist in applying these rates to the employees of the Pittsfield Machine & Tool Co. The administrator in conference with the officials of the company and the employees, shall determine the size and membership of the shop committee, and shall supervise the first election thereof.

Date of award.—This award shall be effective as of September 3, 1918, and shall continue for the duration of the war except that either party may reopen the case at periods of six months' interval, beginning February 1, 1919, for such adjustments as changed conditions may render necessary. The company shall be allowed until December 15, 1918, to make payments of any back pay due its employees under this award.

FRED HEWITT,
C. A. CROCKER,
Section.

Award in re International Association of Machinists v. American Locomotive Co., Paterson (N. J.) Works.

338. November 20, 1918.

This case comes before the board upon joint submission by the parties at interest, the International Association of Machinists, representing the employees, and has to do only with the question of hours, the company and its employees having agreed upon all other matters. While the request of the employees was for a basic 8-hour day, it developed during the hearings which were held before an examiner, October 22, 1918, that the employees would prefer to have the Saturday half holiday, owing to the fact that it is the custom in Paterson for all, or the majority, of the workers to quit at noon, and that if the 48-hour week were granted the employees and the company would have no difficulty in arranging the hours satisfactorily to both parties.

In view of these circumstances, the section recommends to the board for its adoption the following award:

That the request of the employees for a 48-hour week be granted, and that the number of hours to be worked each day be left in the hands of the company and a committee representing the employees, the creation of which is already provided for in the understanding reached by the company on all the questions except that pertaining to hours.

This award shall be effective as of this date, November 20, 1918.

FRED HEWITT,
W. H. VAN DERVOORT,
Section.

Decision in re Machinists v. Niles-Bement-Pond Co., Plainfield, N. J.

339. December 10, 1918.

To the NATIONAL WAR LABOR BOARD:

The undersigned having been called in as umpire to hear the above-entitled proceedings the case was argued and the record and other data submitted on the 5th day of December, 1918, and having considered the arguments, the record, and the matters submitted at the hearing, I now respectfully make report as follows:

The establishment involved in this controversy is now and for a long time has been almost wholly engaged in the execution of orders for the Government in connection with war work. The number of men directly affected involved in this controversy is between 340 and 400, upward of 90 per cent of whom are union men, but the establishment has never been operated as a closed shop, and the question of closed or open shop is not involved. It is contended by the workmen and confirmed by the testimony that for many years preceding the year 1917 it had been the practice in this establishment for the class of workmen here involved to present their grievances respecting hours of employment, wages, or other conditions to the management through their chosen representative, who was not an employee of the establishment; that the grievances so presented were invariably received by the management and adjusted without any question being raised as to the right of the workers to be represented in such negotiations by such representative.

In the year 1916 a new manager was installed in the establishment. In December of that year the workmen, through the same representative who had acted for them previously, presented application for an increase in wages. The new manager declined to recognize or to negotiate with the representative, for the reason, as he stated, that he was not an employee of the establishment, but an increase of wages was granted some time afterwards, so that the question of the right of the men to be represented by an outsider remained in abeyance so far as the men were concerned until the month of May, 1918. At that time another demand for increase was presented by the men and in like manner as before. The management again refused to recognize or negotiate with the representative chosen by the men and for the same reason that he assigned on the former occasion.

On August 18 last a request was presented to the management for the establishment of a minimum rate, and also that in the event that this was refused the matter be referred to the War Labor Board for investigation and action. These requests were refused, and all the men except one ceased to work. In the afternoon of that day, as the result of negotiations conducted by Maj. Tole, of the War Department, the men returned to work, and subsequently the question, now at issue were submitted to the National War Labor Board for decision. The questions submitted by the company and concurred in by the workers are as follows:

1. Whether the management of the Pond Works shall accept as "chosen representative" of the machinists the business agent of the local union, who is not one of the employees of the Pond Works.
2. The wage scale.

On the foregoing statement of facts it is contended by the workmen that they were within their right in asking to be heard through a representative of their own choosing, under the general rule laid down by the National War Labor Board in the statement of principles and policies, which reads as follows:

> The right of workers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.

On the other hand, it is contended by the company that after January, 1917, it had refused to meet with any representatives of its workers except employees engaged in the establishment for the consideration of any questions arising out of the employment, and that therefore it was justified in refusing to meet an outsider as representative of the workers under the exception to the general rule above stated, which reads:

> In establishments where union and nonunion men and women now work together and the employer meets only with employees or representatives engaged in said establishments, the continuance of such conditions shall not be deemed a grievance. This declaration, however, is not intended in any manner to deny the right or discourage the practice of the formation of labor unions or the joining of the same by the workers in said establishments, as guaranteed in the preceding section, nor to prevent the War Labor Board from urging or any umpire from granting, under the machinery herein provided, improvement of their situation in the matter of wages, hours of labor, or other conditions as shall be found desirable from time to time.

The first sentence of the paragraph last quoted standing alone would tend to support the contention of the company, for it is clear that at the time of the adoption of the principles and policies referred to the company would meet only with employees of the establishment.

But in the application of the exception to the facts in this case it is necessary to consider all the language of the exception. The exception does not in any manner modify the general principle of the right of the workers to act through chosen representatives. It simply provides that in cases where this right has not been exercised by the workers it should not be deemed a grievance if the employer declines to concede it during the war. There is nothing in the language, however, to indicate that under special circumstances the refusal to meet the chosen representatives of the men may not constitute a grievance. In an establishment where the practice has been uniform one way or the other, it was quite natural for the board to lay down the rule that the continuance of such practice during the war should not constitute a grievance; but where, as in this case, there had been an apparently arbitrary change, such change might well constitute a grievance. To cover such exceptional cases the board reserved full power to redress the grievance, and in the very next sentence of the paragraph provided with striking emphasis that notwithstanding the exception the War Labor Board was not to be prevented from urging, or any umpire from granting, improvement of the workers' situation in the matter of wages, hours of labor, or other conditions as should be found desirable from time to time.

Under the language of this proviso I can not escape the conviction that it will tend to allay the feeling of irritation and resentment caused by the change, and improve the workers' situation in this establishment, if they be restored to their former condition of right to meet the employer with their chosen representative.

In the cases cited at the argument this question had not been specifically submitted to the board as in this instance. In view of the general rule, the considerations above referred to, and the fact that this issue is specifically submitted in this case, I decide—

That the workmen of the Niles-Bemet-Pond Co. are entitled to meet their employer through and by a representative or representatives of their own choice, whether such representative be at the time an employee in the establishment or not.

The question of the modification of the wages is more embarrassing, on account of the meagerness of the record on that subject. The evidence so far as it relates to the scale wages and the reports of the examiners in like manner seem to concede that an increase might be granted.

The argument was largely devoted to a discussion whether such increase should be by the application of minimum rates to the several classes of workmen or by a percentage increase of the wages now paid. I find the record and the data before me wholly inadequate to justify any attempt at classification for the purpose of establishing minima for the several classes of workmen.

The question of determining what is a fair wage is always a difficult one and especially so at the present moment when industry as a whole is disturbed by many untoward conditions. In the present situation I do not think that it would be either wise or just to be guided in any large degree by the very high scale of wages that was established by the Government while we were actively engaged in hostilities, for the purpose of stimulating war production. From the data available in this case I decide that those of the workmen who received more than 65 cents per hour on August 19, 1918, are entitled to an increase effective from that date of 5 per cent in addition to the rate per hour which they are now receiving; those who on August 19, 1918, received 59 cents an hour or more, not exceeding 65 cents per hour, are entitled to an increase from that date of 7½ per cent per hour in addition to the rate per hour which they now receive; and those of the workmen included in this proceeding who on August 19, 1918, received less than 59 cents per hour shall receive an increase effective from that date of 10 per cent in addition to the rate per hour which they now receive.

This decision to be in force and operation during the period of the war.

JOHN LIND, *Umpire.*

PROTEST OF UMPIRE'S DECISION BY THE RESPONDENT.

December 17, 1918.

NATIONAL WAR LABOR BOARD,
Washington, D. C.

GENTLEMEN: In this matter the questions submitted to the board and the Hon. John Lind as umpire were (1) whether the company should accept as the chosen representative of its machinists the business agent of the local union, who is not an employee, and (2) wage scale.

The award of the umpire decided the first question in the affirmative, and the company herewith protests that decision as against the principles and decision of this board.

Before making submission the company was advised that the principles of the board justified the company in refusing to meet any outsider if, at the time the board was created, it was meeting only with employees or representatives engaged in said establishment. The umpire has reached the opposite conclusion contrary to this fundamental platform, and holds that the company can be compelled to recognize an outsider, although it has consistently refused to do so since November, 1916. This is a fundamental error, due undoubtedly to the umpire's unfamiliarity with the history of this matter, but nevertheless requiring reconsideration.

The principles themselves sustain our position, and the decisions of the board and of the joint chairman leave no room for doubt. In the Western Union case the joint chairmen ruled "that the Western Union would receive a committee of its own men only." In the cases of New York Consolidated R. R. (Docket No. 283) and Employees *v.* Columbus Railroad Co. (Docket No. 302), they ruled that "under our principles the company, not being bound otherwise by any contract or agreement with the union, may refuse to receive and deal with any committee but one of its own employees." There are other cases holding the same implications. Employees *v.* St. Joseph Lead Co., Docket No. 16; Employees *v.* A. M. Byers & Co., Docket No. 134; Employees *v.* Dayton Railway Co. et al., Docket No. 150.)

The clause in the principles upon which we rely is the sole safeguard against the closed shop and outside representation, and if its express provisions are subject to nullification by reason of the cautionary clause which follows, then any umpire who feels that circumstances justify it can order the open shop to operate a closed shop with just as much force as he can order it to recognize an outside representative. The result would be that the main consideration which led the employers to make substantial concessions would be withdrawn and the modus operandi undermined. Confidence in the board will be badly shaken if the individual opinions of the umpire can operate contrary to the letter and spirit of this industrial constitution.

And there is a more serious difficulty.

If the status quo ante test is to be discarded, as it is in this case, then the most controversial questions of the open shop, union shop, and union recognition will be reopened and agreements on the board made more difficult. The board can not consistently sustain the union shop and union recognition on the theory that is was the established policy at the time the board was created, unless it is willing to sustain the open shop and nonrecognition on the same theory.

Under the head of "Existing Conditions" the clause upon which we rely says that "in establishments where union and nonunion men and women now work together and the employer meets only with employees or representatives engaged in said establishments, the continuance of such conditions shall not be deemed a grievance."

Applying familiar principles of construction, this clause of the principles permitting nonrecognition of an outsider is not to be wiped out by the later clause permitting improvements "*in the matter of wages, hours of labor, or other conditions,*" for the words "*other conditions*" are to be construed by their surroundings as relating only to matters like wages and hours. The obvious purpose of this supplemental clause is to make clear that the board has the power to regulate wages and such matters even in open shops where it is forbidden to interfere with existing methods of dealing with employees. The board should endeavor to correct a ruling which relies upon such general words to overturn the bargain reached by capital and labor, and the accepted construction which both of these interests have given this bargain, and we hope that all representatives on the board, realizing that such a decision is conceived in misunderstanding, will join in making corrective suggestions to the umpire on this appeal.

MISTAKES OF FACT.

While the company denies that it ever recognized a union representative, there was some meager evidence that such a representative was occasionally admitted to the office of the company prior to December, 1916. No serious attempt was made to refute this evidence which was thought to be irrelevant when by the complainants own testimony it appeared that Mr. Cleaver, who became the new manager of the company in November, 1916, had from that time at least consistently refused to recognize the union representative. If this action by Mr. Cleaver did constitute any change of policy, which the company denies, it was a change naturally accompanying a change in management, made in good faith and in the ordinary course of business, a change made months before any consideration of the status quo ante, five months before the

United States declared war, and eighteen months before this board was created. Such action could not have been taken with any ulterior purpose.

The umpire finds that the new manager declined to recognize the union representative in 1916, but he is under a misapprehension as to what the record shows when he says "that the question of the right of the men to be represented by an outsider remained in abeyance, so far as the men were concerned, until the month of May, 1918." To begin with, the men couldn't keep such a matter in abeyance, because it is not dependent on anything they do. Secondly, the testimony of the *complainants* is to the contrary. The union representatives were told by the new manager in December, 1916, "that he could not meet them and that he wanted to do business with a committee of his own men." (Reiley, 8.) The business agent himself states that all alleged negotiations between the company and the union representative stopped in December, 1916 (Reiley, 42), and connects this alleged change of policy with the change of management (Reiley, 42). In January, 1917, the union representatives tried again to reach the new manager, who refused to deal with them (Reiley, 8, 9), whereupon the employees, recognizing the company's position, *appointed a committee of eleven which called on the manager in February, 1917*, when it demanded a 10 per cent increase and received a 5 per cent (Reiley, 9; 155–6; 176). Again, in the fall of 1917, Mr. Reiley sought an interview and was informed by the manager that "he did not care to do it" (Reiley, 10). Again in the spring of 1918 he tried unsuccessfully by telephone to arrange a conference (Reiley, 11) and then stated, "Mr. Cleaver, there will be no committee from the shop calling on you in this case" (156). On July 27, 1918, when Mr. Reiley sent in a petition of the men to recognize him, the management wrote him a letter of refusal which Mr. Reiley himself construes as "practically reiterating the stand of the company since he (the manager) had been in control of their affairs locally" (27). Thereupon, the men, acting under the advice of their own officials in August (156) again appointed a committee which called upon the firm (Reiley, 30).

Thus, it appears from the contradicted testimony of the complainants themselves, that since November, 1916, the company had consistently refused to recognize the union representative and the men had accepted this position and on at least two occasions had appointed committees to call upon the management. Such a record does not justify the statement of the umpire "that the question of the right of the men to be represented by an outsider remained in abeyance so far as the men were concerned until the month of May, 1918."

We submit that, regardless of what the company did prior to December, 1916, in this matter, it can not now be properly ordered to abandon a practice of two years' standing, which was established in good faith long before the United States entered the war.

Wherefore the company prays that this board return said award to the umpire with appropriate suggestions for modification and correction in the premises, or that the company be accorded such rights by way of rehearing or appeal as the procedure of the board permits.

Respectfully submitted.

WALTER GORDON MERRITT,
Attorney for Respondent.

UMPIRE'S REPLY TO PROTEST OF RESPONDENT.

January 7, 1919.

NATIONAL WAR LABOR BOARD,
Washington, D. C.

GENTLEMEN: On December 23 last the secretary of your board wrote me:

> The board has directed me to transmit to you for your consideration the inclosed protest filed by Mr. Walter Gordon Merritt, attorney for the respondent, in re your award in Docket No. 339, Machinists *v.* Niles-Bement-Pond Company. This protest was read to the board at the executive session of last week.

I have carefully considered Mr. Merritt's protest, but find no grounds for modifying the umpire's decision or the views expressed in the memorandum accompanying it.

As I read and understand the principles formulated by the board it is only in union shops that the board pledges itself to the maintenance of the conditions existing at the time the principles were adopted. In other shops, such as this, the board reserved full power and control of all the conditions in the shop. It only provided that the refusal of the employer to meet nonemployees as representatives of employees should not constitute a grievance.

Whether the employees in this establishment could have predicated a grievance on the changed attitude of the corporation in this case is really beside the question,

for that specific question was by the joint action of the employer and employees submitted to the board and to the umpire as one of the grievances to be passed upon.

Very respectfully, your obedient servant,

JOHN LIND.

Received by the board January 16, 1919.

Award in re Molders v. Certain Employers of Ridgway, Pa.

349. December 20, 1918.

To the NATIONAL WAR LABOR BOARD:

Your section in the case of Molders' Union versus four certain employers at Ridgway, Pa., have reviewed the case and make the following report:

The questions in controversy were wages, hours, and retroactive pay.

It appears that one of the four respondents (the Elk Tannery & Foundry Co.) did not make a submission, though it appeared at the hearing; only four molders or coremakers are employed by it; we include it in the award with the qualification that in its case the award is to be considered only as a finding or recommendation.

The situation in the locality as regards living conditions, industry, etc., is practically on a par with Waynesboro, and we have, therefore, fixed the same rate for molders in this case as was fixed in the Waynesboro award, namely, 65 cents per hour.

It appears from the record that two of the respondents, employing nearly 90 per cent of the molders and coremakers involved in this case, are working on the basic 8-hour day; wherefore we include the same in our award.

All of the companies respondent, when they submitted, agreed that the award should be made retroactive to August 11, 1918. The Elk Tannery & Foundry Co. did not submit, but subject to the qualifications above mentioned we included it in the award.

Your section therefore recommends that the board adopt the following as its award in this case, namely:

AWARD.—LOCAL NO. 277, INTERNATIONAL MOLDERS' UNION OF NORTH AMERICA *v.* NILES-BEMENT-POND CO., RIDGWAY DYNAMO & ENGINE WORKS, ELK TANNERY & FOUNDRY CO., AND RIDGWAY MANUFACTURING CO., OF RIDGWAY, PA.

Wages.—The minimum wage for molders and coremakers shall be 65 cents per hour.

Hours of labor and overtime.—(*a*) The regular basic 8-hour day shall be applied. All time worked in excess of eight hours within any one day shall be considered overtime and shall be paid for at the rate of time and one-half, but any time worked on Sundays or holidays shall be considered extra time and shall be paid for at the rate of double time.

By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

(*b*) For the purpose of securing the equitable application of section 2 (*a*) and adjusting all differences which may arise between the management and the workers in regard to its operation, a permanent committee of four persons is hereby created in each shop, two of whom shall be designated by the management of the plant and two by the workers, the decisions of any three of whom shall be binding. In the event of failure of the committee to reach an agreement, the case may be referred to the examiner of the National War Labor Board, whose decision shall be binding except that either party may appeal to the National War Labor Board under the rules of the board.

Retroactive feature.—This award is made retroactive to August 11, 1918.

The companies are granted until January 15, 1919, to make any back wage payments provided for and due under this retroactive clause.

Interpretation of award.—The secretary of the National War Labor Board shall assign an examiner to supervise the execution of this award. Should a controversy arise in respect to the interpretation of the award, an appeal may be made to the board under the rules of the board.

Duration of award.—This award shall be in effect for the period of the war; provided, that on May 1, 1919, and at periods of six months' interval thereafter, either party may reopen the case before the National War Labor Board for such readjustment as changed conditions may render necessary.

W. L. HUTCHESON,
JOSEPH W. MARSH,
Section.

Award in re Molders and Coremakers v. Certain Employers of Williamsport, Pa.

355. December 20, 1918.

To the NATIONAL WAR LABOR BOARD:

Your section in the case of Molders' Union versus eight certain employers at Williamsport, Pa., have reviewed the case and make the following report:

The Variety Iron Works, which was originally joined in these proceedings, was in financial difficulties and suspended operations before the hearing took place. It is therefore dropped from consideration.

Joint submission was made by the companies on the demands of the men for a 9-hour basic day and a minimum wage of 65 cents per hour; but subsequently the men filed an amended complaint, demanding an 8-hour basic day and a rate of 68 cents per hour. This amended complaint was not served before the submission was signed, nor before the hearing by examiners. The companies contend that the filing of the amended complaint vitiates the joint submission and leaves this board without jurisdiction.

Your section holds that the board has jurisdiction under, and within the limits of, thr original demands and submissions.

The situation as regards living conditions, industry, etc., is much like that at Waynesboro, and we have therefore fixed the same rate for molders in this case as was fixed in the Waynesboro award, namely 65 cents per hour.

As to the hours per day, regardless of any differences that might obtain in the views of your section, the section agrees that under the original complaint and the submissions of the companies it can not reduce the hours below nine per day or 54 hours per week, with a provision under which a Saturday half holiday can be arranged if desired by the parties.

The recognition of shop committees and the principle of collective bargaining were agreed upon and the usual form for these is used in our proposed award.

No demand was made in the original complaint for a retroactive feature, and the submission does not concede it; hence we hold that it can not be included in the award without going beyond the powers of the board under the submission of the respondents.

Your section therefore recommends the following as the award of the board in this case, namely:

AWARD.—MOLDERS AND COREMAKERS' LOCAL NO. 183 OF THE INTERNATIONAL MOLDERS' UNION OF NORTH AMERICA *v.* AMERICAN WOODWORKING MACHINERY CO. (ROWLEY AND HERMANCE AND WILLIAMSPORT BRANCHES), LYCOMING FOUNDRY & MACHINE CO., N. L. RUNDIO FOUNDRY, HERMANCE MACHINE CO., VALLEY IRON WORKS, WILLIAMSPORT RADIATOR CO., DARLING VALVE & MACHINERY CO., AND NATIONAL FOUNDRY & SUPPLY CO.

Collective bargaining.—The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain with or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

Hours of labor and overtime.—The working day shall consist of nine hours. All time worked in excess of 9 hours in any one day (except as herein provided) shall be considered as overtime and shall be paid for at the rate of time and a half, but any time worked on Sundays or on six holidays shall be considered extra time and shall be paid for at the rate of double time. The six holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

For the purpose of securing the equitable application of this section and adjusting all differences which may arise between the management and the workers in regard to its operation, a permanent committee of four persons is hereby created, two of whom shall be designated by the management of the plant and two by the workers, the decisions of any three of whom shall be binding. In the event of failure of the committee to reach an agreement the case may be referred to an examiner of the National War Labor Board, whose decision shall be binding, except that either party may appeal to the National War Labor Board under the rules of the board.

Wages.—The minimum wage for molders and coremakers shall be 65 cents per hour.

Safety appliances and sanitation.—Safety appliances conforming to the recognized State and Federal standards shall be maintained, and adequate sanitary and toilet arrangements and facilities shall be provided by the company.

Interpretation of award.—The secretary of the National War Labor Board shall assign an examiner to supervise the execution of this award. Should a controversy arise in respect to the interpretation of the award, an appeal may be made to the board under the rules of the board.

Duration of award.—This award shall be in effect for the period of the war; provided, that on May 1, 1919, and at periods of six months' interval thereafter, either party may reopen the case before the National War Labor Board for such readjustment as changed conditions may render necessary.

WM. L. HUTCHESON,
JOSEPH W. MARSH,
Section.

Finding in re Employees v. Detroit Forging Co., Detroit, Mich.

365. March 6, 1919.

This case comes to the National War Labor Board through the Department of Labor. The employees submit to the jurisdiction of the board, but the employers did not submit directly or in writing and declined to do so at the hearing, although it was the understanding of Conciliator Liller, of the Department of Labor, that they would do so.

The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there should be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also should not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

Your section is unable to agree on the question of hours, but in the matter of overtime recommends that employees be paid at the rate of time and one-half for overtime worked in excess of the established hours of the plant, and that they be paid double time for work on Sundays and holidays. Further, that if any differences still exist between the employees and the company on the question of wages an effort be made to adjust them through a committee of the employees, properly constituted by them, and a committee representing the company; and should that fail, that a local arbitrator be selected by the parties, if possible, to adjust these differences.

T. A. RICKERT,
H. H. RICE,
Section.

Finding in re Electrical Workers v. San Joaquin Light & Power Co., Taft, Calif.

368. January 16, 1919.

We find the work involved came under Federal Oil Inspection Board of California and that this case was passed upon by that body and award made.

We approve of the award made by the Federal Oil Inspection Board of California, as we feel that a journeyman electrical worker should have four years' experience before receiving $7 a day for 8-hour workday that the award provides for.

We attach a full copy of the decision of the Federal Oil Inspection Board for California as a part of this award.

T. M. GUERIN,
C. A. CROCKER,
Section.

To all concernd:

Supplementing the ruling of July 1, 1918, which classified certain workers in the oil fields, fixed a basic wage for each, and specified that where other skilled workers were employed they should receive a wage based upon the average ruling wage paid to like workers in other industries:

The electrical workers now come before the board and ask that their wage be definitely established and urge that it be fixed at $7 per day.

Investigation of the wage schedule paid to electrical workers in other industries of the Pacific coast determines the fact that it is based upon the experience of the worker and dependent upon the length of time engaged in the electrical business.

It is therefore the judgment of the board that qualified journeymen electrical workers employed in the oil fields of this State should receive a wage of $7 per day for 8 hours' work.

A journeyman electrical worker is hereby defined as one who has had at least four years' experience as an electrical worker and who is fully competent to perform the services demanded of him.

Electrical workers of less experience should be paid a wage based upon the length of time engaged in the business, and be as follows;

Less than one year's experience, $4.

More than one year's experience and less than two years, $4.50.

More than two years' experience and less than three years, $5.

More than three years' experience and less than four years, $6.

In all cases an electrical worker, when requested, must furnish documentary or other evidence showing his experience and length of time employed as an electrical worker, which will determine the wage to which he is entitled according to the above schedule.

Adjustment should be made of the wage paid since July 1, 1918, to conform to the schedule herein provided.

FEDERAL OIL INSPECTION BOARD FOR CALIFORNIA.

Dated at Los Angeles, Calif., this 15th day of August 1918.

Award in re Machinists v. B. F. Sturtevant Co., Boston, Mass.

393. January 30, 1919.

REPORT OF SECTION.

This case comes before the board on a joint submission as to all issues except the issue of wages. Upon the wage issue the company agreed to abide by the decision of the board, provided it could be reimbursed by the Government for any increase in wages. There is nothing to show that this condition has been or will be complied with. Therefore, with reference to the wage issue, the board can make only a recommendation.

During the hearing before the examiner a written stipulation was read into the record providing for collective bargaining, classification, and equal pay for women. The stipulation provided that if the same was acceptable to the National War Labor Board it would become a part of the award. The men demand the old Shipping Board rates from June 10, 1918, to October 1, and the new Shipping Board rates from October 1, 1918, 8 hours for a day's work, and retroactive feature from June 10, 1918, on the old rates and from October 1, 1918, on the new rates. The men also demand that at least 60 per cent of the machine shop operators and bench hands and assemblers shall be classified as first-class machinists. The company takes the position that 48 hours shall constitute a week's work, and is willing to pay time and one-half for time over 48 hours, and further that they would be willing to pay overtime rate for all work in excess of the agreed day period if a man works less than 48 hours in any week, provided he brings in a proper and legitimate excuse for being absent, such as his own sickness or sickness in his family, or act of God.

The section after having considered all the testimony in the case has agreed upon the following recommendation and award, and moves its adoption:

RECOMMENDATION AND AWARD.

It is ordered by the National War Labor Board that the following be the award in this case:

Hours.—The regular working time of each full week shall consist of 48 hours divided into six daily periods of 8 hours. By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

Overtime.—It is further provided that no worker shall be entitled to payment for overtime or extra time unless he shall work 48 hours in said full week (or 40 hours when a holiday intervenes), except in the case of illness, accident, misfortune, or other just and necessary cause.

Excessive overtime shall not be exacted or permitted; and, in order that the same may be kept within reasonable limits, it is hereby decreed that where, in any one day, more than 2 hours overtime in excess of 8 hours is required by the company, then for that day overtime shall be paid without regard to whether or not the worker shall, during that week, have worked the weekly schedule provided for.

Collective bargaining.—The principles upon which the National War Labor Board is founded guarantee the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with the unions.

A shop committee including at least one woman is to be chosen by secret ballot only, with all men and women machinists eligible to vote. The shop committee shall have the power to bring any grievance before the company officials, and in the event that the committee and the company officials fail to bring about an agreement on disputed questions the matter in dispute may be referred to the National War Labor Board or to such other agency as the company or its representatives and the committee may agree upon.

Classification.—The question of classification of machinists is to be worked out by two representatives of the company and two representatives of the workers who shall be designated by the shop committee. All questions with reference to classification on which this committee of four can not agree shall be submitted to the administrator of the National War Labor Board for final determination. His decision shall take effect as soon as made, and in case of appeal from his decision to the National War Labor Board his decision is to remain in effect during the pendency of the appeal.

Women.—When women are employed to take the place of men they are to receive equal pay for equal work, and they shall not be allotted tasks disproportionate to their strength.

In the event of any controversy as to women employees the shop committee shall have the right to bring the matter to the attention of the company, and, failing settlement, shall have the right of appeal to the administrator of the National War Labor Board as hereinabove provided in the paragraph entitled "Classification."

Duration of award.—This award shall be effective and in force until March 1, 1919.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board may appoint an administrator, who shall hear any differences in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either of the parties to the National War Labor Board. Pending such an appeal the decision of the administrator shall be in force.

Wages.—On the wage issue the company agreed to abide by the decision of the board, provided it could be reimbursed by the Government for any increase in wages. This condition has not been complied with. Therefore, with reference to the wage issue the board can not make an award, but can only make a recommendation, and it is recommended that the company pay the following rates of wages, retroactive from August 29, 1918, and continuing for the duration of this award, as hereinabove set out. The minimum rates of pay recommended are as follows:

Toolmakers, 72½ cent per hour.
Machinists, first-class, 72½ cents per hour.
Machinists, second-class, 62½ cents per hour.
Specialists, or handymen, 52 cents per hour.
Machinists' helpers, 46 cents per hour.

JOHN F. PERKINS,
WM. H. JOHNSTON,
Section.

Joint Report of Section in re Employees (Coopers) v. Sinclair Refining Co., Coffeyville, Kans.

395. November 20, 1918.

This case was heard by the examiners of the board at Kansas City, Mo., on October 17, 1918, both parties to the controversy being represented. Both sides announced that they submitted and would be bound by the award of the board.

At that hearing 12 grievances were presented by the men. The company, after slight modifications had been made in a few instances, agreed to 11 of the 12, and also agreed that these demands of the coopers should be incorporated in, and made a part of, the formal award of the board.

The section of the board has changed the wording of part of paragraph 7 in the award, in the interest of clarity and avoidance of controversy concerning the paragraph.

On the only remaining complaint—the wage question—the company announced that it would abide by the decision of the National War Labor Board.

It was testified at the hearing that the National Refining Co., of Coffeyville, now pays its coopers 65 cents per hour, and that company confirmed the statement by its

letter dated October 19, 1918, adding the information that it (the 65 cents per hour) "is a voluntary increase of 10 cents per hour above the rate passed by the War Board." [Docket No. 97, August 28, 1918.]

Your section recommends the following for adoption by the board as its award in this case:

1. *Eight-hour day.*—Eight hours shall constitute a day's work. All work performed other than in the regular 8 hours shall be considered overtime and shall be paid for at the rate of time and one-half.

2. *Coopers in transit.*—When coopers are sent from their home stations on work they shall receive not less than 8 hours' pay for each day so away, and shall be allowed time for traveling to and from the job, overtime rates for travel performed during overtime hours, and all necessary expenses.

3. *Holidays and pay for same.*—Sundays, New Year's, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be considered legal holidays. Should any of the above-mentioned holidays fall upon a Sunday, the week day observed by the State or Nation shall be observed as a holiday. Any work performed upon any of these days shall be paid for at the rate of double time for each hour worked.

4. *Coopers' work.*—All bound work, both tight and slack, heading up and unheading, driving, mending all hoops, replacing of all broken parts; and repairing of headings, flaggings, or caulking of open joints; cutting down old or making new barrels, kegs, tanks, or other containers constructed of wood and bound with iron or wood; and the operation of all barrel machinery, shall be known as coopers' work.

5. *Tools to be property of coopers.*—The company shall furnish all tools except hammers, drivers; compass, paring knife, and adz.

6. *Rights of committees.*—No cooper shall be required to do work other than that which is herein classified as cooper work; but should a dispute arise as to jurisdiction of work, the aggrieved shall continue to perform work as requested by the foreman so that production shall not be delayed and the jurisdiction of the work in controversy shall be referred to the shop committee. The organization affected shall settle the jurisdiction of the work in dispute, its decision to be binding.

7. *Seniority of employees.*—If or when it becomes necessary to make a reduction in the working force, the oldest employee in point of service shall be retained, seniority to govern in all cases except that this shall not be construed as protecting any such employee from discharge for sufficient cause.

No employee shall be discharged as incompetent after 30 days in the employ of the company unless for good and sufficient cause, the determination of which shall be left to the decision of the superintendent after conferring with the coopers' shop committee.

8. *Protection of employees unjustly discharged.*—No cooper shall be discharged or removed from the service of the company without just and sufficient cause. Employees who believe they have been unjustly dealt with may present their grievances to the shop committee of the coopers or their representatives on the shop committee, who will endeavor to have the grievances adjusted, without delay, with the shop foreman. If adjustment with the foreman is impossible, the case may be appealed to the higher officials in charge. Should it be found that an employee has been unjustly discharged or dealt with, he shall be reinstated and paid for all time lost. All investigations shall be held on company time. No cooper shall be discriminated against who may be called upon to act as a shop committeeman.

9. *Right to organize.*—No cooper shall be discharged from the service of the company because of union membership or union activities, the words "union activities" as used here to mean committee work or services performed for the local coopers' union. No union organizing work shall be carried on on the company's time.

10. *Wage increase.*—(*a*) Coopers' wage shall be paid at the rate of 65 cents per hour from the date at which the National Refining Company made its coopers' rate of 65 cents per hour effective.

(*b*) For the period between that date and June 1, 1918, the rate shall be adjusted to the basis of 55 cents per hour.

11. *Retroactive clause.*—The wage award granted in paragraph 10 shall be retroactive. Back pay covering the difference between the rates awarded for the two periods named in paragraph 10 and the rates actually paid by the respondent in said period, respectively, shall be paid on or before December 15, 1918.

12. *Sanitary conditions.*—Sufficient sanitary drinking facilities, lockers, and bathing facilities shall be installed and kept in a clean and sanitary condition. Ventilators shall be installed in the cooper shop and sufficient heat supplied in the shop in cold weather to make the shop comfortable and healthful to work in.

13. *Period of award.*—This award shall be in effect during the period of the war; provided, however, that on the first day of May, 1919, and at the end of each six months'

period thereafter, application may be made to the board by either party, if conditions materially change, making a readjustment by this board equitable.

14. *Interpretation of award.*—For the purpose of securing the proper interpretation of this award, upon application by either of the parties the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising between the parties in respect to the award and promptly render a decision, from which an appeal may be taken by either party to the section making this award.

WILLIAM HARMON BLACK,
JOSEPH W. MARSH,
Section.

SUPPLEMENTARY REPORT.

March 12, 1919.]

This board has before it the application of the coopers of the Sinclair Refining Co. for an increase of wages, and they were granted 55 cents per hour retroactive to June 1, 1918, and there was also a provision in the board's award that when the National Refining Co. increased its wages the wages of the Sinclair coopers should be correspondingly increased.

We are now asked to make retroactive to June 1 the increase to the Sinclair coopers to 65 cents per hour, on the ground that at page 55 of the transcript there was an agreement by the representative of the Sinclair Co. that whatever wage increase was made by the National War Labor Board should be retroactive to June 1, 1918. After careful reading of the record—

We, the undersigned section to whom is referred the above case, report as follows:

The coopers of the Sinclair Co. are entitled to 55 cents an hour from June 1 to the date when the 65-cent rate was put into effect by the National Refining Co. They are entitled to the difference between the wages they received and the 55-cent rate for this period between June 1 and the date of the increase of the wages by the National Refining Co. to 65 cents, and they are entitled to the 65-cent rate from the date the National Refining Co. put the 65-cent rate into effect.

If the coopers of the Sinclair Co. have not been paid 65 cents for the full period from the time the 65-cent rate was put in by the National Refining Co., that should be done.

If they were not paid 55 cents per hour from June 1 until the date when the National Refining Co. advanced to 65 cents, that should also be done. There is in the record a statement that for the period of June 1 to July 23 they were paid 52½ cents per hour. If not already adjusted, the coopers of the Sinclair Co. should receive an additional 2½ cents an hour for that period.

JOSEPH W. MARSH,
WILLIAM HARMAN BLACK,
Section.

Award in re Joint Submission of Employees v. Merchant & Evans Co., The Carlson-Wenstrom Co., A. H. Fox Gun Co., J. F. Johnson & Co., Kruse & Slattery, Emerson Engineering Co., and Standard Roller Bearing Co., all of Philadelphia, Pa.

400. December 20, 1918.

1. *Collective bargaining.*—The principles upon which the National War Labor Board is founded guarantee the right to employees to organize and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions. As the right of the workers to bargain collectively through committees has been recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

Those companies who had, previous to this submission, negotiated with union committees, shall continue to do so, and those companies who had previously dealt only with committees of their own employees are not required to change their practice n this respect.

2. *Hours.*—The hours in effect in the respective establishments at the time of submission to this board shall continue, and any changes therein which may be necessary or desired by the employees or the companies shall be determined and adjusted by conference between the respective managements and the committees of employees herein provided for by paragraph 1.

3. *Wages.*—The submissions include only the crafts in the respective companies as follows:

Merchant & Evans: Toolmakers, first and second class machinists, machinists' helpers.

Carlson-Wenstrom: Toolmakers, first-class machinists, specialists.

Fox Gun: Toolmakers, first-class machinists.

J. F. Johnson: Toolmakers, first-class machinists.

Kruse & Slattery: Toolmakers, first-class machinists.

Emerson Engineering: Toolmakers, first-class machinists, specialists.

Standard Roller Bearing: Toolmakers, first-class machinists, machinists' helpers.

The evidence develops a limitation upon most of the companies, imposed by the United States Ordnance Department, to the payment of rates for similar service in effect at the Frankford Arsenal. Therefore, the board decides that these companies should pay, as of date of this award, except where retroactive as hereinafter specified, such rates as are now in effect at such arsenal for the class of services now established and herein respectively involved, where present rates are not equal thereto. But the application of such rates shall not operate to reduce higher rates now being paid by any of the companies affected by this award, nor are rates awarded in excess of the respective demands presented for consideration of this board. The practice, if any, of the Frankford Arsenal for payment of increased hourly rates for night shift shall apply in this award.

The companies may discontinue the payment of premiums or bonuses, if they so desire, when this award is put into effect.

The board further recommends that where the payment of rates herein provided for increases the cost of production the Ordnance or Navy Department, whichever may be involved, should reimburse the companies to such an extent as their investigation develops is made necessary by such increased payments.

4. *Retroactive pay.*—This award shall be retroactive as to wages increases, as follows:

Merchant & Evans Co. to September 7, 1918.

Fox Gun Co. to September 11, 1918.

Carlson-Wenstrom Co. to September 7, 1918.

Kruse & Slattery Co. to September 13, 1918.

Emerson Engineering Co. to September 14, 1918.

Standard Roller Bearing Co. to September 3, 1918.

J. F. Johnson & Co. to September 11, 1918.

The wage increases herein allowed by said retroactive feature shall be based upon the rates in effect at the Frankford Arsenal on September 3, 1918, where the rates paid by the above companies on September 3, 1918, were not equal to those in effect at said arsenal on said date. The companies shall be given until January 15, 1919, to pay the retroactive wages due hereunder.

5. *Duration of award.*—This award shall remain in force for the period of the war, provided, however, that the parties may, at intervals of six months, beginning May 1, 1919, make application to this board, or such other agency as may be mutually agreed upon, for such adjustments as changed conditions may render necessary.

6. *Administrator.*—Upon application by the parties, the secretary of this board may designate an administrator to intrepret or apply such terms of this award as the respective managements and committees may be unable to themselves adjust.

Should a controversy arise in respect to the interpretation of the award an appeal may be made to the board, pending the adjudication of which appeal the decision of the administrator shall be enforced, except where the payment of wages is directly or indirectly involved.

C. E. MICHAEL,
FRED HEWITT,
Section.

Findings in re Employees v. J. G. Brill Co., Hess-Bright Manufacturing Co., Savage Arms Corporation, and Kingsbury Machine Works, all of Philadelphia, Pa.

December 20, 1918.

1. *Collective bargaining.*—The principles upon which the National War Labor Board is founded guarantee the right to employees to organize and to bargain collectively, and there should be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also should not use coercive measures of any kind to compel persons to join their unions, nor to induce

employers to bargain or deal with their unions. As the right of workers to bargain collectively through committees has been recognized by the board, the company should recognize and deal with such committees after they have been constituted by the employees.

Those companies who had, previous to this submission, negotiated with union committees, should continue to do so, and those companies who had previously dealt only with committees of their own employees are not required to change their practice in this respect.

2. *Hours.*—The hours in effect in the respective establishments at the time of submission to this board should continue, and any changes therein which may be necessary or desired by the employees or the companies should be determined and adjusted by conference between the respective managements and the committees of employees herein provided for in paragraph 1.

3. *Wages.*—The complaints filed include only the crafts in the respective companies as follows:

J. G. Brill Co.: Toolmakers, first-class machinists, specialists.
Hess-Bright: Toolmakers, first and second class machinists, specialists.
Savage Arms: Toolmakers, first-class machinists, specialists.
Kingsbury: Toolmakers, first-class machinists, specialists.

The evidence develops a limitation upon most of the companies, imposed by the United States Ordnance Department, to the payment of rates for similar service in effect at the Frankford Arsenal. Therefore the board recommends that these companies should pay, as of date of this award, except where retroactive as hereinafter specified, such rates as are now in effect at such arsenal for the class of services now established and herein respectively involved, where present rates are not equal thereto. But the application of such rates should not operate to reduce higher rates now being paid by any of the companies affected by this finding, nor are rates recommended in excess of the respective demands presented for consideration of the board. The practice, if any, of the Frankford Arsenal for payment of increased hourly rates for night shift should apply in this finding.

The companies may discontinue the payment of premiums or bonuses, if they so desire, when this finding is put into effect.

The board further recommends that where the payment of rates herein provided for increases the cost of production, the Ordnance or Navy Department, whichever may be involved, should reimburse the companies to such an extent as their investigation develops is made necessary by such increased payments.

4. *Retroactive pay.*—This finding should be retroactive as to wage increases only upon Government production as follows:

J. G. Brill Co. to October 4, 1918.
Hess-Bright Co. to October 4, 1918.
Savage Arms Corp. to October 4, 1918.
Kingsbury Works as of date this finding.

The wage increases herein recommended by said retroactive feature shall be based upon the rates in effect at the Frankford Arsenal on September 3, 1918, where the rates paid by the above companies on September 3, 1918, were not equal to those in effect at said arsenal on said date. The companies should be given until January 15, 1919, to pay the retroactive wages recommended hereunder.

5. *Duration of finding.*—This finding should remain in force for the period of the war, provided, however, that the parties may, at intervals of six months, beginning May 1, 1919, make application to this board, or such other agency as may be mutually agreed upon, for such adjustments as changed conditions may render necessary.

6. *Administrator.*—Upon application by the parties, the secretary of this board may designate an administrator to interpret or apply such terms of this award as the respective managements and committees may be unable themselves to adjust.

Should a controversy arise in respect to the interpretation of this finding an appeal may be made to the board, pending the adjudication of which appeal the decision of the administrator should be enforced, except where the payment of wages is directly or indirectly involved.

C. E. MICHAEL,
FRED HEWITT,
Section.

Award in re Local No. 417, International Molders' Union of North America, v. Baker Manufacturing Corporation and Davison-Namack Foundry Co., Saratoga Springs and Ballston Spa., N. Y.

403 and 403a. April 8, 1918.

In the matter of the two features which the umpire left for the board to determine, the board decided as follows:

Duration of the war.—

That the war, although hostilities have been suspended by an armistice, still continues as a legal status, and will continue, under the decision of the Supreme Court of the United States, until peace is declared to exist by a proclamation of the President announcing the ratifications of the treaty of peace and proclaiming the war to be ended and a state of peace to begin. [Docket No. 46, 196, and others.]

Selection of umpires.—

That the jurisdiction of the board is not impaired by the selection of an umpire from an incomplete panel, this decision being conditioned upon the understanding that all legal rights are reserved to the defendants which they may have under the law.

AWARD.

To the NATIONAL WAR LABOR BOARD:

On the 1st day of March, 1919, the above case was argued before me in Washington. The record of the case was also submitted to me. As a result of my study of the record and the arguments, I now respectfully make report as follows:

History of the case.—The parties to this case are the Baker Manufacturing Corporation and the Davison-Namack Foundry Co. and Local 417, International Molders' Union. The two plants are a few miles apart. The molders and coremakers of the two plants are all members of the same local.

Reference to the board was made by joint submission in writing, August 23, 1918. The same demands had been made upon the two companies at the same time, and the two companies and the unions all signed the same paper of submission. There is no connection between the two companies.

A war industry is affected in each case. Ninety per cent of the work of the Baker Foundry is war work, 50 per cent of it being castings for ship engines and pumps under subcontracts for the General Electric Co. Practically all of the foundry work of the Davison-Namack Co. consists of castings of reduction gear casings for the Emergency Fleet Corporation under subcontracts from the General Electric Co.

The persons involved are 97 out of 340 men employed at the Baker plant and 60 out of 162 men at the Davison-Namack plant.

The issues involved are the following:

1. Jurisdiction: The employers contest the validity of a decision by one of nine umpires when the National War Labor Board originally had 10 umpires. They also contest the validity of decisions by the National War Labor Board or its umpires effective after the signing of the armistice or after war production has ceased.

2. Wages: The men ask for a minimum wage of $6 a day for molders and coremakers in both plants. The present minimum wage in both shops is theoretically $5.25; but as a matter of fact, except for a few men who are handicapped by advanced age, the actual minimum wage at the present time is $5.50.

The questions of jurisdiction that have been raised by the employers apply equally to all decisions by the board or its umpires and are not questions raised by the particular facts of this particular case. They therefore are questions which should be determined by the board itself and not by one of its umpires. I therefore will not pass upon any of these questions of jurisdiction, but will render my decision subject to whatever general decision on these points the board itself may make. [See introductory paragraphs.]

Wages.—The employees base their claim for increase in wages on the increased cost of living and on the wages paid by certain other foundries and by the Government. The companies claim in reply that the cost of living has not increased as rapidly as the wages have been increased. They claim that the foundries with which they are competing pay the men less and work them longer hours. And they claim that they can not get an increase in the price of their products and therefore can not afford to increase their wages. I will take these arguments up one after another.

1. Effect of increase in the cost of living on wages: The evidence on this point presented by both parties is very unsatisfactory. It is vague and in many instances conflicting. It is such as would not justify me in drawing any general conclusions either one way or the other.

2. The effect of price of the product on wages: The fact that the selling price of the product has not increased does not of itself prove that there should be no increase in wages. The employers have introduced no evidence in regard to what their profits are with the present prices or whether those profits might reasonably be reduced.

3. The effect of the wages paid by competing industries: The only facts upon which I can base any conclusion are those submitted in regard to relative wages. Here, too, the facts are poorly set forth and in many cases inaccurate. I wish particularly to point out that the set of figures entered in behalf of the companies in the form of a letter from the National Foundries Association dated October 2 is very inaccurate; was at the original hearing objected to on that account by Mr. Keough, representing the employees, and was withdrawn by Mr. Fullerton, representing the employers (see p. 108, Transcript of Proceedings). I feel that this should not have been introduced at the hearing before me without this fact having been brought to my attention. In addition to the inaccuracy of the figures, there is a certain necessary confusion on account of the existence of a 9-hour day in some plants and an 8-hour day in others. The preponderance of evidence seems to point to the fact that as much work is done in an 8-hour day as in a 9-hour day; and I therefore in my decision make no allowance for the difference in the length of the working day.

In a general way, however, these figures give me a pretty clear idea as to what should be done in this particular case. It is on these facts that my decision is based; and my decision must in no way be considered as bearing upon the general question of whether the wages of molders and coremakers throughout this competitive area should be increased or decreased. My decision rests only on the general principle that there should be as nearly as possible uniformity of wages within so-called competitive districts, New York State being considered such a competitive district.

From the data submitted to me it appears that the Government rate of wages for molders and coremakers as applied by the Army, the Navy, and the Shipping Board is $6.40 for an 8-hour day. The wages in the General Electric of all but a negligible quantity of molders and coremakers is $6.36 for an 8-hour day. In Buffalo and a few other cities in New York State there is a $6 a day minimum for a 9-hour day. In New York and Brooklyn, under an agreement reached in February last, there is a minimum of $5.75 for an 8-hour day. Prior to that time in those cities there was a minimum of $5.75 for a 9-hour day. In Rochester Judge Mack has refused an increase of the existing $5.64 minimum for a 9-hour day covering roughly a period corresponding to the one at issue in this case. Certain foundries in Albany, Cohoes, Waterford, and Watervliet have agreed to abide by the decision in the Rochester case and are therefore bound to a $5.64 minimum rate during this period. Elsewhere in New York State the minimum rate is $5.50 or less.

Upon the whole I think that the conditions most nearly resembling the conditions in Saratoga and Ballston Spa are those covered by the Rochester decision and the agreements depending on that decision. I therefore rule that a minimum of $5.64 should be established.

Duration of the award.—The members of the board representing respectively the employees and the companies agreed (see p. 43 of the hearing before me) that if any increase in wages is given the increase should date from September 23, 1918. At the hearing the question was raised as to whether a strike which took place in the latter part of December, 1918, should terminate whatever award might be given. It was agreed that if the strike was an attempt on the part of the employees to enforce the demands covered by this submission, the strike should terminate the award; that if, on the other hand, the strike had nothing to do with the question involved in this submission, it should have no effect in terminating the award. The facts, as subsequently submitted to me, show clearly that the strike had nothing to do with this situation, and therefore the strike should in no way affect the award. This award is therefore to take effect as of September 23, 1918, and is to continue for the duration of the war, except that it shall in no case continue beyond April 30, 1919, the day on which the agreements affected by the decision in the Rochester case terminate.

Respectfully submitted.

MATTHEW HALE, *Umpire.*

Decisions of Arbitrators in re the Michigan United Railways Co. v. Divisions 245, 333, 343, 362, 563, and 849 of the Amalgamated Association of Street & Electric Railway Employees of America.

Opinion of Hon. William H. Taft and opinion of Hon. Frank P. Walsh.

PRELIMINARY STATEMENT.

405.

As a result of an agreement entered into between the parties herein, the question of the invalidity of the findings of a local board of arbitration selected by the parties is presented to William H. Taft and Frank P. Walsh, then joint chairmen of the National War Labor Board, and with the understanding that if it should be held that said findings are invalid this board shall arbitrate the same matters as were submitted to the local board.

The original agreement of arbitration between the parties, hereafter referred to as the Michigan agreement, was dated June 7, 1918, and is an follows:

> This agreement made this 7th day of June, A. D. 1918, by and between the Michigan United Railways Company, party of the first part, and the several Michigan United Railways Employees' Associations of Jackson, Battle Creek, Kalamazoo, Lansing, and Albion, by their joint advisory board, parties of the second part:
>
> Witnesseth: That whereas a dispute has developed relative to the rates of wages that shall prevail to the trainmen represented by the said respective employees' associations as dating from June 1, 1918, to continue thereafter to be and become part of the existing agreement between the parties hereto and known as the sections to provide for wage rates in said agreements and to be substituted for the present wage sections; therefore, it is hereby agreed to submit the subject of wages and wage rates for arbitration.
>
> Now, therefore, it is agreed that the dispute be submitted to arbitration, to be arbitrated under the following terms:
>
> (*a*) An arbitration board shall be created, one of whom shall be chosen by each of the parties hereto. The third shall be chosen by the two thus selected. *The finding of a majority of said board shall be binding on both parties hereto.* The cost of the expense of arbitration shall be borne as follows: Each party to this agreement shall pay its own arbitrator and both parties shall jointly pay the third arbitrator and such other arbitration expenses as may be incurred by direction of the arbitration board.
>
> (*b*) In respect to and in creating of a board of arbitration the parties hereto name as their respective arbitrator: Named by the company, L. S. Sponsler; address, 1318 Wealthy Avenue, Grand Rapids, Mich. Named by the employees' associations, Judge E. J. Jeffries; address, Detroit, Mich. The two primarily named arbitrators shall meet within five days from this date for the purpose of choosing a third arbitrator, and there shall be a joint meeting of the two parties to this agreement, or their proper representatives, with the two arbitrators chosen, for the purpose of determining upon a third arbitrator or for providing a means for the completing of the arbitration board, said arbitration board to be completed without unreasonable delay.
>
> (*c*) It is further agreed by the parties hereto that upon creation of the arbitration board said board of arbitration shall, within 10 days from the date of the selection of the third member thereof, meet to organize and effect a procedure of arbitration under rules and measures provided by its own enactment, and proceed thereform without unreasonable delay or intermission to receive from the parties hereto any matters of evidence bearing upon the subjects in submission for arbitration which may be presented to them by the respective parties to this agreement. It is further here mutually agreed by the parties hereto that deliberation upon the evidence submitted at the close of the hearings may be immediate on the part of the arbitrators and an award may be handed down and made known at their earliest convenience. Said award to be signed by at least two of the arbitrators and the wage rates and provisions thereof shall become the wage sections of the respective agreements involved, from and as of June 1, 1918.
>
> Signed on behalf of the party of the first part by
>
> MICHIGAN UNITED RAILWAYS COMPANY,
> By J. F. COLLINS,
> *Vice President and General Manager.*
>
> On behalf of the party of the second part by
>
> FRED HAMLIN, *Chairman.*
> CLAUDE B. ONSTED, *Secretary.*

Pursuant to said agreement Mr. L. S. Sponsler, of Grand Rapids, Mich., was selected as the company's arbitrator, and Hon. E. J. Jeffries, judge of the Superior Court of Detroit, as the employees' representative. These two selected as chairman of the board Mr. E. B. Ramsey, of Lansing, Mich., and whose business is that of a mason contractor.

August 29, 1918, Messrs. Ramsey and Sponsler signed a paper alleged to be an award, a copy of which is as follows:

FINDINGS OF THE BOARD OF ARBITRATION.

To the board of arbitration, to whom was submitted the question of the scale of wages to be paid conductors and motormen on the lines of the Michigan United Railways Company, after a hearing and the submission of the evidence and arguments of the respective parties, herewith submit their report and findings.

A large amount of evidence has been presented bearing on the high cost of living and the necessary income required by the men to constitute a "proper wage"; the testimony shows that there has been a very marked increase in the cost of living and maintaining a family—many of the men are married and have dependent children. We are convinced that the men are entitled to a substantial increase.

The testimony also shows that the gross income of the company, not including taxes or fixed charges for the first six months of the year 1918 have decreased over one-fourth, showing a deficit of over $94,000. The cost of many of the essential materials going into the necessary maintenance of the property, in order to give safe operation, shows an increase in many instances of 100 per cent over normal conditions.

We believe that in order to keep the railway company in business it is necessary to have an increase in revenue. It was shown that the company up to date has been unsuccessful in collecting 3 cents per mile on their interurbans. In some of their cities they are collecting 6-cent fare and certain reduction for tickets. The necessity of increased rates for transportation has been officially recognized, as appears by the finding and reports of the Federal War Labor Board.

The evidence shows that in the city of Jackson, where the 6-cent fare has been in effect the longest time, the revenue of the company has not increased over the previous year to the extent that was expected, and not sufficient to meet the increased operating expenses.

After going over all the testimony, which includes not only the matters referred to but also scales paid conductors and motormen in a large number of towns and cities similarly located and of like size as these affected by this arbitration, we make the following findings of wages to be in force and effect from June 1, 1918:

Conductors and motormen on city lines—

First 12 months of service, 34 cents per hour.

Second year of service and thereafter, 36 cents per hour.

Conductors and motormen on interurban lines—

First 6 months of service, 37 cents per hour.

For all time thereafter, 41 cents per hour.

We further find that if in any one or more of the city divisions involved, viz, Jackson, Lansing, Battle Creek, Kalamazoo, or Owosso, the rate of fare is fixed by the municipality or other rate-fixing board, so that the fare collected in any one or more of said cities is 6 cents, and 1 cent for a transfer, or straight 7-cent fare, then in such case the conductors and motormen in the city where said fare is collected shall automatically receive 2 cents more per hour than the rate of wages herein provided, and shall continue to receive the same so long as said rate of fare is collected.

We further find that if in any one of the following divisions, viz, Jackson-Grass Lake-Wolf Lake, Jackson-Kalamazoo, Jackson-Lansing, St. Johns-Owosso, the rate of fare is fixed by a rate-fixing board so that the fare collected for the entire mileage of any one of said divisions is at the rate of 2½ or 3 cents per mile, then in such case the conductors and motormen operating on said division so affected shall, when said fare is collected by the company, automatically receive 2 cents per hour more than the rate of wages herein provided, and shall continue to receive said wage so long as the said increased rate of fare is collected.

E. B. RAMSEY, *Chairman.*
L. E. SPONSLER.

To this paper Judge Jeffries dissented and filed the following opinion:

AUGUST 29, 1918.

To the OFFICERS AND MEMBERS OF DIV. ———,
Lansing, Mich.

GENTLEMEN: The so-called board of arbitration to whom you submitted the question of wages and conditions to be paid and given to the motormen and conductors of the Michigan United Railway after a hearing on the same, two members of the board of arbitration, W. L. Sponsler and E. B. Ramsey, signed a report granting a conditional scale of wages:

For city motormen and conductors—

First 12 months of service, 34 cents per hour.

Second year of service and thereafter, 36 cents per hour.

For interurban motomen and conductors—

First 6 months of service, 37 cents per hour.

All time thereafter, 41 cents per hour.

It was included in the board's findings that if in any one or more of the city divisions involved, namely, Jackson, Lansing, Battle Creek, Kalamazoo, or Owosso—

> The rate of fare is fixed by the municipality or any rate-fixing board so that the fare collected in any one or more of said cities is 6 cents, and 1 cent for a transfer, or a straight 7-cent fare, then in such case, the conductors and motormen in the city where said fare is collected shall automatically receive 2 cents per hour more than the rate of wage herein provided and shall continue to receive the same so long as said rate of fare is collected.
>
> We further find that if in any one of the following divisions, Jackson-Grass, Lake-Wolf Lake, Jackson-Lansing, Jackson-Kalamazoo, St. Johns-Owosso, the rate of fare is fixed by a rate-fixing board so that the fare collected for the entire mileage of any one of said divisions is at the rate of 2½ cents or 3 cents per mile, then in such case, the conductors and motormen of said divisions so affected shall when said fare is collected by the company automatically receive 2 cents more per hour than the rate of wages herein provided and shall continue to receive said wages so long as said increase of rate of fare is collected.

As a member of that board of arbitration, I refuse to sign the report and findings:

First, because the scope of the findings is beyond the jurisdiction and power of this board of arbitration.

Second, that the findings do not constitute such a contract between the employees and company as comes within the purview of the articles of agreement to arbitrate.

Third, that the contract as a whole being without the power of the board of arbitration to make, and being indivisible, is void, and that the findings of the board of artitration are not binding upon the parties.

Fourth, because the board of artitration through these findings seek to make a conditional contract between the employees and company committing the street railway employees and their friends to use their votes and influence to secure a straight 7-cent fare on city lines and a 3-cent fare on interurban lines within its jurisdiction, which is wholly beyond the power of this board to do by arbitration.

Therefore, I regret to say that because the contingent rate of wage sought to be fixed by this board being wholly inadequate, uncertain, and void, and an attempt to commit the street-car employees and their friends and sympathizers to an increase of rate as proposed in these findings, I could not be a party to such an illegal agreement. The result was not an arbitration conclusion.

I regard the findings of the two members of the board of arbitration as a trick and a farce unworthy of gentlemen, masked under an honorable agreement to arbitrate wages.

I further take this opportunity to thank your division for the confidence you have reposed in me and regret exceedingly the outcome of this wage dispute.

EDWARD J. JEFFRIES.

Subsequently, and as a result of agreements between the parties, there was a hearing before examiners appointed by the National War Labor Board.

Hearings were begun by the local board of arbitration on August 13, 1918. The board then reconvened August 29, 1918. According to the evidence of the dissenting party, the board went into joint conference at the last meeting. They discussed the question of the award, but in the discussion the dissenting party testifies that nothing whatever was said with reference to the rate of fare. The discussion turned on what was the proper wage for the men engaged on the system. They probably discussed

for an hour the question as to the proper wage and also the question of overtime. Judge Jeffries and Mr. Ramsey differed as to the overtime. Then Mr. Ramsey said: "I can go to my office and within 15 or 20 minutes I will return; I will have my stenographer make up the finding of the decision and bring it back." About that time Mr. Ramsey returned and presented the award finally made. In the opinion of the witness, Mr. Ramsey was not personally capable of drafting the award; that it required an expert on the part of the Michigan United Railways to draft the award, and that it was a very well-prepared document. Judge Jeffries refused to sign it, on the ground that it abrogated the wages upon an increase in fare; that it was beyond the scope of the orignal purpose of the agreement. The record discloses that, as is usual, a good deal of evidence was adduced as to the financial condition of the company, apparently for the purpose of showing that an increase of wages would only increase largely the deficit. And there was eventually a very bitter discussion after Mr. Ramsey brought back the award, on the question of the propriety of allowing the financial condition of the company to affect the fixing of the rates of wages. The absolute increase by the award was from 4 to 6 cents an hour in the case of city motormen, and in the case of interurban motormen about 5 and 6 cents an hour, varying according to the length of service. There was a provision in case of any increase in rates of fare for an increase of about 2 cents an hour to these absolute rates as fixed. The exact issue submitted to the joint chairmen is to be found in a letter of September 4, addressed to the joint chairmen of the Federal War Labor Board as follows:

JACKSON, MICH., *September 4, 1918.*

HON. WILLIAM H. TAFT,
HON. FRANK P. WALSH,
Joint Chairmen of the Federal War Labor Board, Washington, D. C.

GENTLEMEN: The joint advisory board of the motormen and conductors of the Michigan United Railways Company, and the company, have entered into an agreement to submit to yourselves the question as to the legality of the finding of the majority of the board of arbitration had under certain agreements. In case you find the majority finding of said arbitration board is not a legal finding then to submit the same matters to the Federal War Labor Board as were submitted to the arbitration board, and under like agreements.

We would respectfully request that you designate as to what time a hearing could be had on this matter; an early hearing, of course, is much to be desired.

We are inclosing herewith copy of the offer and acceptance to submit the matters in question to yourselves. The originals of this agreement, together with the findings of the arbitration board in question, the agreements upon which the arbitration was accepted, and the agreements between the company and the motormen and conductors, will all be filed with you prior to hearing.

Yours, very truly,

MICHIGAN UNITED RAILWAYS COMPANY,
By J. F. COLLINS,
Vice President and General Manager.
JOINT ADVISORY BOARD,
By FRED HAMLIN, *Chairman*,
By R. D. PETERS, *Secretary.*

OPINION OF HON. WM. H. TAFT.

The only question we have to consider is whether the award made is a legal binding award. If it is, then our only duty is to say so and take no further action. If it is not, then it would become our duty to refer the original issue as to the proper rate of wages to the National War Labor Board for decision.

The award is objected to—

First. On the ground that it exceeds the terms of the submission and is therefore invalid. The issue was the rate of wages. That is all it affects. It provides a definite rate of wages for the present and it increases them in the definite figure in a contingency of the increase in the rates of fare. There is no ambiguity in the award. It imposes no obligation on anyone to do anything with reference to the rates of fare. It leaves the matter with the parties to take such action as they might be advised. It merely deals with the future, which is certainly described, and in respect to which the decree operates automatically. There is no room for dispute. No one has to do anything except that the company has to pay the wages and the men to accept them when the contingency arises. The question latterly asked, therefore, whether the award is feasible or not, does not arise, because that question is important only when part of

the award is valid and part invalid and here we find both parts legal and within the submission.

Second. The next objection is that the board committed an error in law in that they held the financial condition of the company to be a material factor in determining what the rates of wages should be. The National War Labor Board, of which we are chairmen, has held that the financial condition of the company is not a factor in determining what a fair rate of wages is on a joint submission like this, and if we were sitting as a court of review or appeal we would undoubtedly reverse this conclusion for the reason advanced. But that is not our position. We are here to determine whether the award under an arbitration that contemplated no appeal or review is invalid for lack of jurisdiction in that an error of law was committed in the findings. The authorities are unanimous in holding that no award or arbitration can be set aside for a mere error of law in the finding. Parties who submit an issue to arbitrators submit the whole issue of law and fact and must be bound by their view of the law and their view of the facts. The National War Labor Board hears many arguments in favor of the view that the financial condition of the companies should affect the rate of wages to be awarded. It is a disputable issue of law and we rule against that view, but our view of the law in that regard does not give us power to set aside as invalid the award of another board of arbitration over which we can not exercise appellate jurisdiction because that board took a different view of the law from ourselves.

Third. The next objection is that there was unfairness in the way in which the award was reached. The one circumstance is that contained in the statement of the dissenting member of the board that Mr. Ramsey, the president of the board, after a discussion of the rates of wages and the question of overtime, and without discussion of the effect of the rates of fare upon rates of wages, went away and was gone some 20 minutes, and then came back with the award in the form in which it was signed by the majority of the members. Judge Jeffries thinks that this indicates that the award was prepared by some agent of the railways company because he doubts the capacity of the chairman, Mr. Ramsey, to draft such an award, but there is no other evidence except this circumstance and we think that this would not justify our finding that the preparation of the award before signing was under such conditions as to surround it with irregularity and suspicion of fraud, justifying our setting it aside. Whether there was a discussion of the effect of the rates of fare on the rates of wages before the award was prepared, we have every reason to infer from the evidence of Judge Jeffries that there was a very heated discussion after the award was brought back and before its signature. Without intimating how much consultation is needed between the parties of the board in order to render an award valid, I can not say from this evidence that the conference was not sufficient, however unsatisfactory it might have been to the dissenting party.

In a supplemental brief of counsel for the men it is claimed that the effect of the submission was modified by an oral agreement between Mr. Ransom L. Reeves, representing the men, and Mr. Ladd, representing the company, consisting of the following conversation:

> Mr. REEVES. The substance of my question to you that day in conference—you were present at that conference, and I said to you, "We want this entire matter, all of the matters of the award—all the features of the award—to be determined, and if any one of it is illegal, the whole of it is illegal."
>
> Mr. LADD. Yes.

In view of the conclusion that the award is legal, the alleged modification of the form of submission becomes immaterial and I can not change my conclusion.

WM. H. TAFT,
Arbitrator.

OPINION OF HON. FRANK P. WALSH.

In the above-entitled matter, after carefully considering the testimony, the arguments of counsel, and reading the briefs, I am of opinion that the findings of the majority members of the local board of arbitration are invalid and that the award should be set aside. In view of the plain and unambiguous language of the original agreement of arbitration between the parties, it was the clear duty of the board to, first, follow the terms of submission, and, second, make an award that should be final, definite, and certain. It seems to me that the findings of the local board clearly reveal that the majority members thereof improperly determined matters outside of the submission and left essential controverted questions which should have been definitely settled by them to be finally passed upon by other persons. Such arbitral irregularities vitiate the findings, according to the great weight of judicial precedent in this country and elsewhere. Sawtells *v.* Howard, 104 Mich. 54; Quebec Imp. Co.

v. Quebec Bridge Co. (1908) A. C. 217;[14] Coffin *v.* Hall, 106 Maine, 126; Lincoln *v.* Whittenton Mills, 12 Metc. 31. In the light of those guiding principles that govern arbitration proceedings of this nature, it was manifestly improper for the majority members of the local board to make conditional findings such as these and to require the real arbitrated question of fixation of wages to be dependent upon the company's future action or upon any other problematical result due to increased cost of transportation. The local board had only one duty to perform, and that was to unconditionally fix the men's wages. This the majority members failed to do. The concluding findings of the board are as follows:

> We further find that if in any one or more of the city divisions involved, viz, Jackson, Lansing, Battle Creek, Kalamazoo, or Owosso, the rate of fare is fixed by the municipality or other rate-fixing board, so that the fare collected in any one or more of said cities is 6 cents, and 1 cent for a transfer, or straight 7-cent fare, then in such case the conductors and motormen in the city where said fare is collected shall automatically receive 2 cents more per hour than the rate of wages herein provided and shall continue to receive the same so long as said rate of fare is collected.
>
> We further find that if in any one of the following divisions, viz, Jackson-Grass Lake-Wolf Lake, Jackson-Kalamazoo, Jackson-Lansing, St. Johns-Owosso, the rate of fare is fixed by a rate-fixing board so that the fare collected for the entire mileage of any one of said divisions is at the rate of 2½ or 3 cents per mile, then in such case the conductors and motormen operating on said division so affected shall, when said fare is collected by the company, automatically receive 2 cents per hour more than the rate of wages herein provided and shall continue to receive said wage so long as the said increased rate of fare is collected.

I am clearly of opinion that the foregoing findings violate the most elementary principles of arbitration law, for the reasons that they do not follow the terms of submission, that they are not final, that they are lacking in mutuality, and that they are indefinite and uncertain. Lincoln *v.* Whittenton Mills, supra; Herbst *v.* Hagenaers, 137 N. Y. 292; Colcord *v.* Fletcher, 50 Maine, 398, 401. It has been suggested by counsel for the company that even if such findings are invalid the award can be sustained with respect to those findings contained therein which may be regarded as good, but I am of opinion that the award is not severable. The severability of the bad from the good in this award is not apparent on the face of the award, which in and of itself is a complete answer to the company's contention. Buccleuch *v.* Metropolitan Board of Works, L. R. 5 Exch. 221; Hubbell *v.* Bissell, 13 Gray, 298; De Groot *v.* U. S., 5 Wall. 420. In considering this matter I am much impressed by what Chief Justice Denman once said in the case of Tomlin *v.* Mayor of Fordwich, 5 A. E. 152: "I always find a difficulty in separating the good part of an award from the bad. The arbitrator frames one part with a view to the other, which may be varied by the view which he takes of the whole." It seems to me that the two provisions subscribed to by the majority members of the local board upon the question of wages are so closely interrelated as to be incapable of severability, and that it is obvious that in arriving at their conclusions with respect to the first part of the findings the majority members were influenced by the latter portion thereof and that the first part was to be regarded, as claimed by counsel for the employees, as a mere temporary makeshift until some successful future action was taken by the company. I can not therefore escape the conclusion that the majority members of the local board framed one part of the findings with a view to the other, and for that very reason I am unable to separate the good part from the bad. As matter of law, the burden was upon the company to show that the rejection of the void part would leave a residue so complete and distinct in itself as to constitute a valid award and that its consideration had no influence upon the consideration of the residue. McCullough *v.* McCullough, 4 Ind. 487; Martin *v.* Hitchcock, 12 Wend, 156. This burden the company has not sustained, and I am therefore constrained to find that the findings are indivisible and, consequently, void. But apart from my notions of the law, a conclusive answer to the company's contention in this respect is that there was an agreement between the representatives of the parties that if the joint chairmen found any part of the findings invalid the entire instrument should be held void. I find as a fact that such agreement was entered into, and because of it the award is not severable.

I am further of opinion that the unexplained conduct of the chairman of the local board strongly gives rise to the belief that in making the award he was either actuated by corrupt motives or conspicuously misconceived the functions of a fair and impartial arbitrator, and that such conduct vitiates the entire proceedings. It is decidedly inimical to the interests of industrial arbitration that such misbehavior should go

[14] English Court of Appeals.

unrebuked or that any award should be upheld where the circumstances are so suspicious as they are in this matter. It has been well stated by the Supreme Judicial Court of Massachusetts, in the leading case of Strong *v.* Strong, 63 Mass. 560, that arbitrators, "like jurors impaneled for the trial of a cause, or judges on the bench, are invested with judicial functions the rightful discharge of which calls for and presupposes the most absolute impartiality, and a judge, a juror, an arbitrator, or commissioner of partition should not only possess the quality of impartiality in fact and have the consciousness of it in the given case, he should moreover sedulously shun all the possibilities even of insensible bias. Nor is it enough for any person thus appointed to decide the conflicting rights of others to be animated with a purpose of conscientious decision and to decide in fact according to the law and the truth of the case; a judge ought to place and keep himself beyond the suspicion of dishonorable influences. Though his judgment of the pending controversy be altogether a just one, yet he is false to his duty if he exposes his mind to the chance or danger of perversion." Bearing in mind what is said in that case, I am irresistibly driven to the conclusion that the conduct of the local chairman was palpably improper. According to the uncontradicted testimony of the dissenting arbitrator, Judge Jeffries, this member of the local board was guilty of duplicity and unfairness. It appears that the chairman and Judge Jeffries were agreed upon the essential findings that were to be contained in the award and that just before executing the same the chairman temporarily absented himself for 20 minutes and then returned with a carefully drafted document, the preparation of which I can not conceive was within the intellectual power of the chairman and which contained provisions diametrically opposed to those theretofore mutually agreed upon. According to Judge Jeffries the chairman appeared distraught and embarrassed and failed to give any explanation whatsoever for his change of mind. In addition to these suspicious circumstances, the record shows that the chairman refused absolutely to enter into any discussion about the award, saying to the company's representative, "If you sign it, I will." I can not believe that an innocent arbitrator who had changed his mind in such a short space of time would from that circumstance alone have any reason for being pale and distraught or refuse to discuss an award which he thought was right and proper. Moreover, his failure to discuss the award not only gives strong color to the belief that he was acting from corrupt motives, but, in a juridical sense, such conduct in and of itself vitiated the award, because the rule is well settled that there should be an unanimous participation by all the arbitrators in consulting and deliberating upon the award to be made. Doherty *v.* Doherty, 148 Mass. 367; In re Curtis, 64 Conn. 501; Matter of Perring, 3 A. E. 245. Prior to the hearing before the joint chairmen in this matter it was well understood by the company, in view of the dissenting opinion of Judge Jeffries, that the conduct of the majority members of the local board had been strongly criticized. Under the circumstances, therefore, it is significant that the company did not call as witnesses either of the majority members. The record in this case is, therefore, barren of any testimony tending to contradict in the slightest degree that of Judge Jeffries, and I am, therefore, constrained to find as matter of fact and as matter of law that the award in this case is invalid because of the misbehavior of the local chairman.

FRANK P. WALSH, *Arbitrator.*

Findings and Award in re Employees, Members of Division 831, Amalgamated Association of Street & Electric Railway Employees of America v. The Louisville Railway Co. and The Louisville Interurban Railroad Co.

414 and 414a. February 4, 1919.

The undersigned were selected as a section of the National War Labor Board to hear this controversy and do hereby report to the board the following findings and award:

Wages of motormen and conductors.—We hereby fix the wage scale for motormen and conductors of the Louisville Street Railway Co. as follows:

For the first three months, 41 cents per hour.
For the next nine months, 43 cents per hour.
Thereafter, 45 cents per hour.

We hereby fix the wage scale for motormen and conductors of the Louisville Interurban Railroad Co. as follows:

For the first three months, 42 cents per hour.
For the next nine months, 44 cents per hour.
Thereafter, 46 cents per hour.

Wages of other employees.—The wages of employees other than motormen and conductors before this board for fixation shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by this award, with this limitation, that for all employees except employees under 21 years of age the minimum wage scale shall be 40 cents per hour, with the further limitation that none of these increases shall operate to carry the rate per hour for journeymen to a figure in excess of the present union crafts rate in Louisville.

Period of award.—The award is to be effective and retroactive as of August 12, 1918, and shall continue until the end of the war and peace is formally declared by Executive proclamation, except that either party may reopen the case before the board at periods of six months' interval, beginning August 1, 1919, for such adjustments as changed conditions may render necessary. The company is given until July 15, 1919, in which to meet the back pay due under this award.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any difficulty arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding except as provided in the rules of the board.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the companies. With no increase in wages over what the companies were paying before we made the increases in this award, the estimates made by the companies for the year 1919 show such losses in earnings that the companies would be unable to pay a dividend. This loss in earnings is based upon the fact that their operating costs have increased and there is a prospect of losing much of the patronage now occasioned by the location of Camp Zachary Taylor, near Louisville.

The financial condition of these companies was shown to be on a much sounder basis than many street railway companies we have had to deal with. There has been no financial mismanagement, no great overcapitalization, no corrupt methods attached to the history of these companies so far as the evidence before us shows. On the other hand, these companies have for many years been paying a fair dividend. The stock of these companies has been regarded as a thoroughly safe investment, and as such has been largely bought for persons who are dependent upon the security of their investment for their income. Particularly have estates, widows, and dependent children had to look to the stock of these companies for the income with which to meet expenses. A large portion of this stock is owned in Louisville and vicinity. It would seem to be to the interest of the city that the stability of these securities be maintained by reason of the local interests which would be affected should they become of little or no value through the inability of the companies to pay dividends.

With the increased wages which this board has felt it necessary to make in order that the employees might have a living wage, the companies would not be able to pay dividends on their stock and possibly might not be able to earn enough to meet all of their operating expenses unless they be allowed to charge a higher fare than they are now charging.

We therefore earnestly recommend to the city authorities to prevent such a calamity to these companies by permitting them to charge an increased fare which would be sufficient to meet their increased operating costs, including the increased wages which we have awarded, and to pay a reasonable dividend on their securities.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

INTERLOCUTORY ORDER.

March 17, 1919.]

The petition of the company for a rehearing and modification of the award in this case is denied in so far as it relates to an increase of pay to the trainmen and in so far as the same percentage of increase is applied to other employees, and we order and direct that the company immediately put into effect the award of this board covering the increases of pay to its trainmen and other employees, except that the company is not required at this time to put into effect the minimum wage awarded by this board. The questions of minimum wage, of back pay to employees who have left the service of the company, and the other questions involved in the petition for rehearing which we shall reconsider, will be decided at a later date.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

FINAL ACTION ON PETITION OF COMPANY FOR MODIFICATION OF AWARD.

April 11, 1919.]

An interlocutory order was issued in this case on March 17, 1919, leaving three questions for future determination. The examiner of this board has been in Louisville in conference with representatives of the company and of the employes, and has made the following decision:

MARCH 27, 1919.

LOUISVILLE RAILWAY CO. and DIVISION 831, A. A. S. E. R. E. of A., *Louisville, Ky.*

DEAR SIRS: The interlocutory order of the National War Labor Board in your case, dated March 17, 1919, left three questions for future determination. In addition to these three questions, several other questions arose at the conferences of March 24 and 25, between the representatives of the company and of the association, requiring an interpretation of the award.

In accordance with the award, the secretary of the National War Labor Board has appointed me to give an interpretation where one is requested by either party. The decision is:

1. The increase in wages established by the award over and above the wage fixed by the agreement between the company and its employees, dated the 29th day of October, 1918, is to be denoted on the pay-roll sheets of the company as "War Labor Board Adjustment."

2. The wages of the interurban ticket agents are to be increased by 18½ per cent, with the exception of the agent in charge at Shelbyville, whose wages are not to be increased.

3. Employees who are incapacitated from doing a normal day's work by reason of age or physical disability may be paid a special rate, less than is granted by the award, by agreement between the representatives of the company and of the association. In case the parties are unable to agree, any specific case may be referred to the examiners of the National War Labor Board for a decision, which decision is subject to appeal to the arbitrators as provided in the award.

Under the above ruling the watchmen in the Louisville Terminal Station and the stoveman in the Louisville Interurban Station are to receive only the 18½ per cent increase over their former wage.

4. The intent of the award is to give every adult male employee affected engaged in an occupation essential to the operation of the company and whose rate is not specifically fixed by the award, a daily wage of at least $3.50 or $4 for 10 hours' work. Wherever possible, the hours of labor should be reduced 10 wherever they are now greater, but in cases where long hours are found to be absolutely necessary in the operation of the road, a reasonable interpretation of the award would be that such persons are to receive the $3.50 or $4 per day, based upon the number of hours per day they were working at the time of the submission of the case.

5. Employees in the following classifications are to continue to receive the 18½ per cent increase, and if this increase does not bring their wage up to a minimum wage of 35 cents per hour they are to receive said minimum wage of 35 cents per hour up to not more than 10 hours' work per day:

Car cleaners, city and interurban.
Car house janitors, city and interurban.
Car house stablemen.
Freight truckmen.
Express car helpers.
Track laborers (exclusive of men specialized as welders, bonders, grinders, and the like).
Track curve men.
Track department teamsters.
Shop teamsters and janitors.
Paint shop car cleaners.
Shop firemen and firemen helpers.
Power station, boiler room department (including coal handlers and laborers).

The other employees, including the car shifters, track welders, bonders, grinders, and the like, power station oilers and coal foremen in the power station, are to receive the 18½ per cent increase as above, and if this increase does not bring their wage up to a minimum wage of 40 cents per hour they are to receive said minimum wage of 40 cents per hour up to not more than 10 hours' work per day.

Clauses in the award regarding employees under 21 and employees receiving the union craft rates are still to be in effect.

6. On account of the wording of the agreement between the company and its employees, dated October 29, 1918, employees who resigned or are discharged from the service of the company on February 4, 1919, or thereafter, are to receive their back pay under the award when it is due, but employees who have resigned or have been discharged from the service of the company prior to said February 4, 1919, are not to receive any back pay.

Very truly yours,

ARTHUR STURGIS,
Examiner, War Labor Board.

This decision is hereby approved and is adopted as an action of the board.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Award in re Employees v. Reading Iron Co., Reading, Pa.

416. November 19, 1918.

This case comes before the board by joint submission, dated September 19, 1918.

Committees.—The principles upon which this board is founded recognize the right of employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

Wages.—Puddlers and finishers: The rate paid to puddlers shall be increased 15 per cent per ton over the rates in effect August 4, 1918, and to puddle rollers and bar-iron finishers 10 per cent, and skelp finishers 8 per cent, over the rates in effect August 4, 1918.

Other employees: The wages of all employees on an hourly basis in the tube mills, also including the maintenance men, the hammer men, and the forge men, are to be increased 5 cents per hour over the rates in effect September 29, 1918, and piece workers in the tube mills 15 per cent as of same date.

All bonus and premium payments heretofore in effect may be abolished by the company.

Minimum rate: The minimum rate for adult workers is to be 40 cents per hour, provided, however, that the minimum wage rate herein provided shall not apply to those who, by reason of old age or permanent physical incapacity, are unable to perform a normal day's labor. Any differences arising in this regard shall be decided by the committees representing the workers and the company.

Hours of labor.—The basic 8-hour day shall apply to all hourly workers, as of November 1, 1918. Hours worked in excess thereof shall be paid for at the rate of time and one-half, and at the rate of double time on Sundays and National holidays, provided, however, that the double time for Sunday work will not apply to blast furnaces nor in continuous operations where the employees have one day off in seven.

Presentation and adjustment of grievances and disputes.—The management shall receive the committees herein provided, for the purpose of presenting any grievances or disputes which they have to submit, which shall not be any matter herein settled or rejected.

The payment for changing rolls, working break-downs, and laying brick while fixing furnaces on Sunday, shall be taken up by the committee with the management for adjustment.

Retroactive pay.—The retroactive pay for puddlers, bar-iron and skelp finishers shall be figured from August 4, 1918. Retroactive pay for other employees shall be figured from September 29, 1918. Back pay shall be made on or before December 15, 1918.

Administration.—Should the committees and the management fail to agree upon the application and interpretation of the terms of this award, upon request to the board an administrator will be provided to supervise its application. The administrator in such cases shall hear any differences arising between the parties and shall promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board.

Duration of award.—This award shall be in effect for the duration of the war, but at periods of six months' interval hereafter application may be made by either party to this board, or such other agency as may be mutually agreed upon, for such adjustments as changed conditions may render necessary.

C. E. MICHAEL,
ADAM WILKINSON,
Section.

Award in re International Molders' Union, Local No. 395, v. Aetna Foundry & Machine Co., The McMyler Interstate Co., and Trumbull Manufacturing Co., all of Warren, Ohio.

437. January 8, 1919.

Demand in August, 1918, originally for an increase from $6 to $6.50 for the 9-hour day, but on refusal changed to a similar demand for an 8-hour day with time and a half for overtime and double pay for Sundays and holidays, was submitted to the National War Labor Board for arbitration under an agreement that the award should be retroactive as of September 3, 1918. Some 63 molders and coremakers are directly involved.

This controversy differs from that of Elizabeth, N. J., foundries, heard on the same day and heretofore decided by me, in this, that the section to whom the matter was referred reached a conclusion and at a meeting of the National War Labor Board 11 of the 12 members voted in favor of the joint report.

While it has been stated that some of the members so voted under a misapprehension of the situation, I should nevertheless feel impelled to concur in the result unless I were clearly satisfied that it was entirely unreasonable or illegal. A careful consideration of the evidence and arguments presented convinces me, however, that the conclusions so reached are proper and valid. I therefore adopt the award as recommended except that the time limit for back payments is extended to December 31, 1918.

This case illustrates the great desirability of determining these questions not with reference to a single community or to certain factories or foundries but to the entire industry within a competitive territory. Cleveland is said to be Warren's real competitor, at any rate as to the products of the foundries in question, and it is urged that the contract in force between foundries and unions in Cleveland expiring January 1, 1919, should govern the Warren situation.

But while time contracts govern the Cleveland situation, they have not been adopted in Warren. To permit them now to control would subject both employers and employees to conditions in the creation of which they had no voice.

If Cleveland foundries are contractually protected in a 9-hour day with a $5.50 minimum wage, the Cleveland employees would likewise have been protected therein if hostilities had terminated at an earlier day or if, for any reason, conditions would have forced a reduction in wage but for the contract.

Both parties in Warren were content to go ahead without a time agreement; as cost of living increased, fresh demands were made and usually assented to in whole or in part, until in May, 1918, the Warren men were given a wage 50 cents in excess of the Cleveland minimum—a clear demonstration that neither party really considered the Cleveland contract as a guide. Furthermore, it is to be noted that in practice the minimum of $5.50 for a 9-hour day is by no means the maximum or even the average molder's wage in Cleveland. In some shops the 8-hour day prevails and wages range from $5.50 for 9 hours to $6.50 for 8 hours.

It is unnecessary to repeat the considerations stated in the Elizabeth, N. J., case for the 8-hour day in this trade. For the same reasons it should prevail in Warren. In the building trades and in the Warren steel mills, which set the pace for analogous industries, the 8-hour day, at even higher wages, has been firmly established. In other trades 9 or 10 hours are still the normal day's work. There is, therefore, no uniformly prevailing custom to be urged as against the 8-hour day, now becoming the normal workday in occupations of this character.

It is to be noted that at the hearing the employees expressly stated their desires for the straight, not the basic, 8-hour day. If the award had been made at that time, this request might well have been granted, with proper provisions for overtime only in emergency, to be determined by the parties jointly. For the brief remaining period such provisions are not essential.

In accordance, therefore, with the section report, I award as follows:

Wages.—The daily rate of wages paid to molders and apprentices for a 9-hour day on September 3, 1918, shall be the daily wage rate paid for an 8-hour workday.

Machine operators now paid by piece rate shall be given a percentage increase equal to that given the hand molders.

Hours of labor and overtime.—Eight hours shall constitute a day's work.

Overtime in excess of 8 hours shall be paid at the rate of time and one-half, with double time for Sundays and national holidays.

Date effective.—This award is to take effect as of September 3, 1918, and shall continue in force until December 31, 1918. The company shall be allowed until December 31, 1918, to make payments to its employees of the back pay, if any, due them under this award.

JULIAN W. MACK, *Umpire.*

Award in re International Brotherhood of Electrical Workers of America v. Intermountain Power Co., Spokane, Wash.

440. November 22, 1918.

In the case of the International Brotherhood of Electrical Workers versus The Intermountain Power Co., which the parties jointly submitted for adjudication, the National War Labor Board orders:

Wages.—That journeymen shall be paid $6 a day.

Hours of Labor.—That 8 hours, between the hours of 8 a. m. and 5 p. m., shall constitute a day's work. The men shall go to and from their work on their own time; provided, however, that such time going to and from work shall not exceed one-half hour per day. One hour for dinner, between the hours of 12 m. and 1 p. m. shall be allowed, and time traveling to and from dinner shall be on the company's time.

Overtime.—All the time worked in excess of 8 hours on any regular working day shall be paid for at the rate of time and a half. All time worked on Sundays and holidays shall be paid for at the rate of double time; provided, however, that the half hour per day allowed for traveling to and from work on the worker's time, or so much of it as may be used for that purpose, shall not be considered overtime.

Board and lodging.—The company shall provide board and lodging for the sum of $1 per day. All meals shall be served at the camp.

Subforemen.—That the company shall employ a journeyman lineman as a subforemen upon all jobs where linemen are employed; but in all other cases this controversy shall be adjusted by mutual agreement between the company and the representatives of the workers.

Retroactive pay.—The increase in wages herein provided for shall be retroactive to September 26, 1918. The company shall have until January 1, 1919, to make the payment of back wages.

WM. H. TAFT.
FRANK P. WALSH.
Section.

Findings and Award of Joint Chairmen as Arbitrators in re Employees v. Philadelphia Railways Co.

442. October 23, 1918.

The arbitrators make the following findings and award:

Wages.—The wage scale to be paid to all motormen and conductors shall be:

For the first three months of service, 41 cents per hour.
For the next nine months of service, 43 cents per hour.
Thereafter, 45 cents per hour.

Wages of women turnstile operators and cashiers.—The wages of women turnstile operators and cashiers shall be:

For the first three months of service, 32 cents per hour.
For the next nine months of service, 33 cents per hour.
Thereafter, 35 cents per hour.

The company shall allow a lunch period of 45 minutes per day.

Wages of starters.—The wages of starters shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by this award.

Interpretation of award.—For the purpose of securing a proper interpretation of this award, the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making this award. Pending a final adjudication upon the appeal the decision of the examiner shall be binding.

Effective date.—This award is to take effect as of October 1, 1918, and shall continue for the duration of the war, except that either party may reopen the case before the arbitrators at periods of six months' interval, beginning May 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until December 1, 1918, to make the payments to its employees of the back pay due them under this award.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

Opinion and Order in re Employees of Detroit United Railway, Members of Amalgamated Association of Street & Electric Railway Employees of America, v. Detroit United Railway, and Women Conductors' Association v. Amalgamated Association of Street & Electric Railway Employees of America.

444. January 18, 1919.

In this, the Detroit United Railway case, heard under a submission to the joint chairmen as arbitrators, the issues were as to the terms and conditions of employment, including wages, hours, and other circumstances, and the joint chairmen made an award. In that award is the following clause:

> It is understood that no objection shall be made to the employment of women or colored men if necessity arises.

The Detroit United Railway, in its relation to its employees, is a closed shop; i. e., the company makes its contract of employment with the local union of the Amalgamated Association of Street & Electric Railway Employees of America and agrees therein to employ as permanent employees only members of the union. The practical arrangement is that the company is permitted to accept for its employment any person who seems fit, and after 48 hours' test the applicant is sent to the proper officer of the union to receive what is called a permit, and then, after 90 days of proper service, if the company finds the man competent and no reasonable objection to him is presented by the union, he is to be admitted to the union, and thus all the permanent employees of the company are, by contract, members of the union.

It was with reference to this contract and this course of business that a provision was made in an agreement between the union and the company, preceding the award, which in effect stipulated that there should be no discrimination against women and colored men if the necessity for their employment should arise, and that provision was subsequently incorporated in the award of the joint chairmen.

Commencing in September, therefore, with the consent of the association, women were first employed as conductors, the total number employed to December 6, 1918, being 390, which number has now, by discharges, withdrawals, and other causes, been reduced to a little less than 200. These women obtained permit cards from the association. An additional class of 15 women, after preliminary training, were directed to apply to the association for permit cards to complete their training, in accordance with the course of business already described. The officers of the association, on the 6th of December, declined to issue permit cards to the class of 15 partially instructed women, and further notified the company that all women thus employed must be out of the service by January 1, 1919, and further, that no additional permit cards would be issued to any women.

The joint chairmen were advised by the counsel for the company that there had been a threat of a strike unless these requests of the association were complied with. Thereupon, on the application of the company, the association and the company were notified to appear before the joint chairmen, and also a representative of the women conductors then in the employ of the company.

Evidence has been taken and argument by the three parties to the present controversy—the men, the company, and the women employees—has been heard.

This case does not involve the general question of the right of women to pursue, as a livelihood, any employment which they desire. It arises under closed shop restrictions which, under our principles, during the war, we are required to maintain. The issue, therefore, is one of the interpretation of the contract and the determination of fact to which the contract applies.

The case has been quite fully argued on the construction of the contract, and Miss Doland, the counsel for the women conductors, has given us the benefit of references to a number of cases in which the meaning of the words "necessity" and "necessary" have had legal interpretation. The counsel for the company states that the company interpreted the words "if necessity arises" to mean that if the company was unable

to obtain sufficient men to man the cars that a necessity existed. Miss Doland properly emphasizes the fact that such a contract as this should be construed in the light of public necessity; that the people of Detroit are entitled to a proper, effective, and safe service, and, therefore, that the term "necessity" should be construed to mean that the men available should be reasonably good material out of which to make safe and effective conductors.

But we think that the term "necessity," as used in the contract and stated as an exception to the general employment of men, which was evidently understood between the parties, has a wider meaning than mere convenience to the company. It means, as we take it, that the company should use reasonable diligence to get men who are competent to run the cars, and if, after such exercise of diligence, a sufficient number of men are not available, then it has the discretion to employ women or colored men and present them to the association, first for permit cards and then for membership, or, at least, if membership is not conceded, to allow them to be employed by the company without objection by the men.

In that view we come to consider the facts. We have no doubt that from the time in September down to the armistice, at least, there was a dearth of suitable male candidates for service in the company, and even down to the 6th of December we think that the issuance of permits by the association is evidence of such a character that the union is not in a position to controvert the inference to be drawn from their own action in this regard.

There is now, however, from the testimony of the witnesses for the company and for the union, as well as from our own knowledge of the general labor situation, a substantial change and the number of men available for service with the street car company is rapidly increasing. The figures show that during the month of December the number of men applying and accepted was more than 700, which, with the men resigning or discharged, created a net increase in the male force of the company of 290 for that month. While we have not received the figures as to the first half of January definitely, the statements as to the permits issued for men would lead us to think that the supply is likely to increase in greater proportion as we approach the 1st of February.

The company and the woman conductors pressed upon us the fact, which does not seem to be denied, that quite a number of the male employees were either under age or not sufficiently acquainted with the English language properly to discharge their duties as conductors and motormen, but we think the evidence of the increasing supply of labor is such as not to leave the company embarrassed in this regard. It is possible that the number of discharges in December rid the company of some of these objectionable or incompetent employees, and we feel well assured by the evidence that the number of applicants, if the company uses due diligence to find them, will be sufficient to enable it to improve the average excellence among their male employees.

We feel, however, that as to the 15 women who prepared themselves and applied and were approved by the company, they are in such position that the company should accept them and that the union should issue them cards.

The further issue arises whether we should say to the company, under the contract and circumstances, that it is its duty to discharge the women now in its employ. We find no such express limitation upon the employment of women in the contract. And we feel that, without such express provision, equity, and fair dealing toward the women who have prepared themselves for this employment, changed their residence in order to meet the requirements of the employment, and who doubtless in many instances have come to be dependent on the income received from the employment, require us to hold that no such implication arises from the wording used and that the union must be content with the continued employment of the women now with the company, and the 15 above mentioned, until in natural course, by voluntary withdrawal, by discharge, or for other causes, they cease their connection with the company.

We have been referred to the action of this board in the Cleveland Street Car case. A petition for rehearing to revise that action has been filed and a hearing set before this board. We have investigated that case sufficiently to assure ourselves that it can not control our decision in this, even if the action of the board after rehearing be sustained. The facts are different.

An interesting argument has been made to us with reference to the suitable character of the duties of conductors on street cars, as they are run in our large cities, for women. We have been considerably impressed by the argument of counsel that the night hours and the very early morning hours required in the street railway service, the amount of standing and moving about in crowded cars, and the possible police duties that conductors may have to discharge, are likely, after the war exigency loses its

influence, to lead to the general conclusion that women are not well adapted to the service.

But that does not enter into the issue here, except that it may form a reason why the company should, where it can, make provision for the employment of the women it has in its employ in some other service less physically trying.

The joint chairmen are deeply in sympathy with the wider employment of women and regard the opening up of new avenues for the pursuit of livelihoods by women as one of the beneficial results of the war upon society. He is, however, no friend of the wise advance of women into the much to be desired independence of self-support, who does not exercise discretion by a prudent discrimination between the work which women can do without injury to health or subjection to unfavorable environment and that from which they have been heretofore excluded solely by unreasonable custom or convention or the ignorance and predudice of men.

The order, therefore, will be that the company may retain in its employ those women now engaged in its service and may receive into its service the 15 already mentioned who prepared themselves for duties as conductors, and that the union shall issue the proper permits to them for such employment, but that no more women shall be employed.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

Findings and Award in re Amalgamated Association of Street & Electric Railway Employees of America, Divisions No. 721 and No. 724, v. Lewiston, Augusta & Waterville Street Railway Co.

448. November 20, 1918.

The undersigned were agreed upon by both parties as arbitrators to hear and adjudicate this controversy, and hereby make the following findings and award:

Wages.—The arbitrators are fixing these rates for the period of the war only, and therefore have substituted for more extended graduations of rates by years a shorter period for the increases.

The wage scale for all motormen and conductors shall be:

For the first three months of service, 39 cents per hour.
For the next nine months of service, 41 cents per hour.
Thereafter, 43 cents per hour.

Wages of other employees.—The wages of employees other than motormen and conductors, which have been submitted to the arbitrators for fixation, shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by this award, the percentage increase to be applied to the wage rates set forth in the agreement between the company and the association and not to the wage rates as increased since the date of the said agreement; provided, however, that if this increase does not bring the wage of any adult male employee up to a minimum of 42½ cents per hour he shall be paid said minimum of 42½ cents per hour up to not more than 10 hours' work per day. Where women are employed in the same classification as men they shall be paid equal pay for equal work. The foregoing provisions shall not apply to employees who already are receiving union craft rates, nor operate so as to increase their wages beyond such rates.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any difference arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the arbitrators making the award. Pending a final adjudication upon the appeal the decision of the examiner shall be binding except as provided in the rules of the board.

Date effective.—By agreement between the parties this award is to take effect as of the date on which it is made. It shall continue for the duration of the war except that either party may reopen the case at periods of six months' interval, beginning May 1, 1919, for such adjustments as changed conditions may render necessary.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper authorities of the fare which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of

the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.

This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.

In addition to the above we desire to point out to the riding public the absolute necessity of continuing the patronage of the past if the company is to continue to give any service upon its lines. A public service corporation must be supported by the public, and if that support is withdrawn the company must of necessity either cut down its service radically or else cease its operations altogether.

WM. H. TAFT,
FRANK P. WALSH,
Arbitrators.

Findings in re Employees Members of Division 826, Amalgamated Association of Street & Electric Railway Employees of America, v. San Diego Electric Railway Co.

452. April 10, 1919.

The controversy between these employees and the company was referred for settlement by the Secretary of Labor to this board on September 18, 1918. On August 14 the employees, through the vice president of their organization, had made complaint direct to one of the joint chairmen of this board, petitioning the board to pass upon their grievances, stating that they were seeking an adjustment of wages and working conditions.

On December 24 these employees filed a more formal complaint, signed by five employees as a committee for all the members of this local. This complaint was filed on one of the forms prescribed by this board and amplified the grievances previously complained of.

The company was represented at hearing through its attorney and its vice president, but declined to submit the controversy to this board, maintaining that the board was without jurisdiction an account of the cessation of hostilities, and furthermore because the formal complaint had been filed after December 5, at which time the board passed a rule declaring it would not hear cases that were not jointly submitted.

We have given careful consideration to the contention of the company and we hold that this case was properly before the board for determination by reason of a reference to the board by the Secretary of Labor and by reason of a complaint, informal as it was, filed by a representative of the employees on August 24, 1918.

This controversy, both as referred by the Department of Labor and as complained of by the men, was limited to wages and working conditions. The amended complaint of December 24, in so far as it seeks to set up any new matters other than wages and working conditions, can not be considered. At the hearing it was sought to have this board order the reinstatement of four men discharged for alleged union activities.

After a study of the evidence introduced we find that the wages now paid by this company to its motormen and conductors, which is 40 cents for the first year, 45 cents thereafter, with three cents additional for one-man cars, is a fair wage for the trainmen employed by the San Diego Electric Railway Co., and we suggest no increase in said wages.

The request of the men for an 8-hour day is not granted. We have never established such a day on street railway industries in America.

We do not recommend the reinstatement of the four men who claim to have been discharged for union activities. In the first place this was not an issue which the

company was required to meet under the rules of procedure of this board, as they had never been informed that the men were making this request until the hearing. Secondly, the showing made by the company indicates rather clearly that all of these men were discharged for ample cause. Two of these men were guilty of reporting late for work on more than one occasion, another for visiting saloons with his uniform and cap, and the fourth man was shown to have violated many of the company's rules. The services of all these men were clearly unsatisfactory.

We find, upon consideration, that the company's plan of collective bargaining through a committee primarily constituted and appointed by the company for the purpose of holding and disbursing a fund for paying claims against the company occasioned by accident, does not meet the requirements of this board with regard to collective bargaining, and does not constitute such a plan of collective bargaining as the men are entitled to. We recommend that the company carry out the principles of this board which give to the employees the right to meet and treat through committees of employees with the officials of the company in relation to wages, working conditions, and other matters affecting the interests of the workers. The company should meet and treat with such committees representing employees, regardless of the fact that they are elected at a meeting of workers who are members of the union. This does not require the company, however, to deal with the union as such, or to recognize the unions.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Findings in re Gas Makers' Union of the City of Minneapolis, Representing Axel Larsen, Tom Newton, Albert Nordstrom et al., v. Minneapolis Gas Light Co.

473. April 11, 1919.

The National War Labor Board, in considering on appeal the question of jurisdiction involved in this case, affirms the decision of the joint chairmen as handed down under date of November 22, 1918. It also makes the following findings:

This is not a joint submission.

Wages.—The board finds that the wages paid by the company as a whole are reasonable and, in general, have met or exceeded the demands of the men. The board recommends, however, that the employer meet with the committees hereinafter provided for in order to readjust, by mutual consent, certain individual inequalities in wages alleged to exist.

Hours.—The board recommends that the 8-hour basic day now in effect should be continued.

Right to organize.—The principles upon which the board is founded guarantee the right to employees to organize and bargain collectively, and there should be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also should not use any coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain and deal with their unions.

Reinstatement of employees discharged for union activities.—The board recommends that employees discharged by the company solely for legitimate union activities be reinstated, with reimbursement for time lost, less any earnings which may have been secured in other occupations.

Committees.—As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees of their own men after they have been constituted by the employees.

Duration of award.—This recommendation shall be effective for the duration of the war, and may be reopened by either party at intervals of not less than six months, beginning October 1, 1919.

Award in re International Molders' Union, Local No. 11, v. Rochester Founders (Inc.).

474. March 6, 1919.

The parties to this controversy had an agreement of many years' standing, renewed year by year from May 1 to May 1, except as altered by agreement after notice given by the one side to the other at least 30 days prior to May 1. It is difficult but unnecessary to determine whether the original agreement was written or verbal; that there was such an agreement is beyond question.

Up to April 30, 1918, the minimum wage was $4.25. Due notice had been given of the desire to change this. Prior to May 2 the parties had come to no agreement as to the rate of wages, the only question involved in the controversy. The manufacturers made a final offer of $5.25 minimum, and 75 cents increase over prior wages to those who had theretofore received above the minimum; the men asked for $5.25 minimum to July 1 and $5.50 minimum thereafter until the following May 1.

The proposition of the manufacturers was finally accepted by the men, but with the understanding on their part, given by their leaders, that this renewal as to wages was not for a year, but was indefinite and an increase could be sought at any time. I find on the evidence, however, that the manufacturers believed that the offer had been accepted as made; that is, in accordance with the terms of the old agreement for a year, and subject to an increase thereafter only on the usual 30 days' notice preceding May 1. The men went to work, receiving the amount offered by the manufacturers, and continued in this position until August 30. On that date they demanded $6 minimum and an 8-hour day. The failure to accede to this led to a strike, and this resulted in a joint submission.

This joint submission, however, which was as to wages, hours, and the retroactive character of the award, was accepted by the manufacturers upon their right to submit other questions.

In November the manufacturers, recognizing the increase in the cost of living, voluntarily offered to increase the pay to $5.64 per day, but on the day as theretofore established.

Jurisdictional questions are raised, which it is unnecessary, in view of the decision, to determine. While the views originally expressed by the umpire in other cases in regard to the 8-hour day are entirely unchanged, they are inapplicable to the present situation, for it is clear here that the parties renewed their agreement for a year based upon the so-called 9-hour day as theretofore observed, and subject only to one term as to which there was a misunderstanding, namely, the length of time for which the $5.25 minimum with 75 cents increase to the high men should be applicable. Viewing the situation in the aspect most favorable to the workers, they had the right at any time to demand an increase in wages. They had no right during the year to demand a change in hours.

I can not find on the evidence that an increase in wages beyond $5.64 per day is to be sustained, but in view of the negotiations and relations of these parties, I award these wages as a minimum for the period ending April 30, 1919. The award in this respect shall be retroactive to September 1, 1918. No other change in the relations of the parties shall be effective until May 1, 1919, and then only if at least 30 days' notice of changes desired shall have been given prior to that date.

JULIAN W. MACK, *Umpire.*

Findings and Award in re Employees Members of Division 842, Amalgamated Association of Street & Electric Railway Employees of America, v. Wilmington & Philadelphia Traction Co.

475. January 15, 1919.

The parties in this case submitted their controversy to the National War Labor Board and during the hearing before the examiner reached an agreement on the 16 points involved in said controversy and requested an award of this board effective this date covering said points and approving the agreement reached.

Therefore we, the undersigned, selected as a section of the National War Labor Board to hear and determine the controversy, do hereby approve the following and report it to the board as our findings and award:

1. Employees operating snow plows and snow sweepers will be paid time and a half, and their time shall be computed from the time the men report for such work until the time they are relieved.

2. While a conductor or motorman is instructing new men he will receive 5 cents additional per hour for actual platform time while acting as an instructor.

3. Men having early and late straight runs will be paid time and one-quarter for all platform time in excess of 10 hours' platform time.

4. Men having swing runs in which the total time elapsed from the beginning of the run in the morning exceeds 14 hours will be allowed time and a quarter for the fifteenth and each successive hour until the run is completed.

5. A motorman or conductor holding regular runs and ordered to report for extra work in addition to his regular run, and who, unless otherwise notified before the completion of his regular run, reports but does not perform such extra work, will be guaranteed one hour's time at his regular rate.

6. Motormen and conductors will be allowed 15 minutes' time at the regular rate for taking out and turning in car, motorman to see that the car is in good operating condition before it is taken out, conductor to make his turn in at the end of the day's work. Motormen and conductors will be allowed 30 minutes at the regular rate for making out accident reports.

7. If employees are attending court or before a public utility commission or any inquest or medical examination at the company's request, they will receive the same wages that they would be entitled to if engaged in their regular work but shall not be entitled to a witness fee in addition.

8. When a motorman or conductor having a regular run is ordered to report at any time other than his regular reporting or leaving time he will be paid for all time between his regular reporting and leaving time and the time that he is ordered to report. When a man is compelled to deadhead from or to the barn to or from his regular run he will be paid at the regular rate.

9. Conductors and motormen, when taken from regular runs for extra or special service and who would not thereby earn as much as paid on such regular runs, will be paid for such extra or special service the same as had such men performed their regular services; but the company may assign them such other and additional services besides that for which they were taken from their regular runs as will make the total services equivalent in platform time to that of their regular runs.

10. Any conductor or motorman who is ordered to report and does report and answers all roll calls will be guaranteed a minimum wage of $17.50 a week, provided he remains on duty not to exceed 14 hours, with a reasonable time off for meals.

11. Motormen will not be required to work as conductors, or conductors as motormen, when a conductor or motorman is available for his work.

12. On special occasions when business is so heavy that trainmen shall not have time to go to their boarding houses or homes at their regular mealtimes on account of being late or being assigned to additional work, the company will continue as heretofore to furnish lunches whenever possible.

13. Stools will be provided by the company for motormen on all cars having sufficient platform space, but their use shall be regulated as at present by special bulletins.

14. All regular employees of the company will, as heretofore, be permitted to ride free over all the lines of this company when in uniform or when showing transportation badges.

15. As at present, all vacant runs will be posted at least three days prior to the time of bidding. Bids for vacant runs will be by letter. Vacant runs will be assigned to the motormen and conductors in accordance with seniority or continuous service with the company, the oldest man in continuous service to have first choice when vacancies occur.

16. Company will at once make investigation of the toilet facilities along its lines and will as rapidly as possible provide such additional facilities as are necessary and possible.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Opinion in re Employees (Women Conductors) v. Cleveland Railway Co.

491. March 17, 1919.

The employees of the Cleveland Railway Co. filed a complaint against the company, under the rules of the board, in the spring or early summer of 1918. It was fully heard by the then joint chairmen and a conclusion reached in respect to wages and terms of employment. In view of the anticipated difficulty in securing men for the positions of conductors, the national amalgamated union advised its local branches that they would be permitted to take in women, and to admit them to employment as conductors under the closed-shop contracts made with the company. A large number of women were employed by the Cleveland company. Subsequently, however, the local union in Cleveland objected to the continuance of women as conductors and threatened to strike on account of their employment. Two investigators from the Department of Labor visited Cleveland, and the issue between the company and the men was submitted by the company and the union to them. The investigators decided that the situation did not demand the further employment of women and that the company should discharge them. The women were not given any opportunity to be heard on this subject by the investigators. No open hearing was had. Application was made by the women to the Department of Labor with no effect.

The women then appealed to the National War Labor Board, filing a formal complaint against the company, and made the local union parties. An order was issued by this board against the company, of an interlocutory character, directing the company not to discharge the women until their case could be heard. The Secretary of Labor then suspended the operation of the decision of the investigators until the matter could be presented to this board. There was a preliminary hearing, not on the merits, in which the women appeared and an argument was made. Thereafter, without the presence of the women, who were plaintiffs, an order was made, as follows:

In the case of Employees *v.* the Cleveland Railway Co., Cleveland, Ohio, the board finds and recommends as follows:

Whereas it is recognized by the board that during hostilities the employment of women in the street railway industry in Cleveland and on the cars was due to the shortage of men withdrawn for military service; and

Whereas since the armistice has been signed and men are being returned in daily increasing numbers to their usual employments; and

Whereas the mayor of Cleveland appeared this day before the board and represented the grave situation in the city of Cleveland due to a strike over this question of the employment of women, and stated that men were becoming immediately available by virtue of the reduction in the forces of industry in Cleveland and the return of men from the camps;

Now, therefore, we recommend, That the Cleveland Railway Co. employ no more women for this service and that within the next 30 days they shall replace the present force of women by competent men; that during the 30 days no women shall be discharged except for cause, but in the event it is found necessary to replace the women by men before that date the women shall be paid full wages for the balance of the month.

It is further recommended, That every effort should be made by the company to assign women displaced from platform service by virtue of this recommendation to other positions in the company's service wherever practicable.

This recommendation shall become effective as of December 3, 1918, and the month stated will end on January 3, 1919.

The then joint chairmen and the present joint chairmen took no part in this proceeding and action of the board. In due form the women who were affected by the order made application for rehearing, on the ground that they had not had their day in court with reference to this order and had had no opportunity to hear the application of the mayor upon which the order was made. By agreement between the company and the men, the women were retained in the employ of the company until the 1st of March, when they were discharged—64 of them.

On this application for rehearing, the women ask that the previous order be set aside and that we direct the company, which has appeared and is before us, to restore them to its employ. The evidence discloses that the company is still short of employees and that there are places vacant to which these 64 women can be restored. Indeed, it was made clearly to appear by the only evidence which was submitted at the hearing where all the parties were notified to appear, that the company may restore to their places in the service all men who have been absent in military service during the present war and still have vacancies sufficient to give employment to these women applicants.

After a full consideration, the board as now constitued feels that an injustice was done to the women applicants in making the order of December 3, 1918; that it was made upon the application of the mayor of Cleveland and in the absence of the women who were affected, and who had not understood that the issue was before the board and on its merits. In other words, the women did not have their day in court. That requires that this board should reestablish the status which existed before the order was made A ruling was made by the joint chairmen in Detroit that, under the contract which bound the company and the men in that case, the time had arrived when the company was not justified in continuing the employment of women, because such employment was limited by the contract to the existence of the necessity for for their employment, but that the women already employed and in the service should continue there until in the ordinary course their employment should cease either by voluntary withdrawal or by discharge for cause or other sufficient reason. We feel that the principle which obtained in the Detroit street railway case should apply here. The only question before us is whether these women who were discharged on the 1st of March should have been discharged by reason of any contract between the company and the men. We think the terms of their employment justified them in believing that their employment would continue until normally ended by their voluntary withdrawal or the failure on their part to render proper service or other

sufficient reason. We have drafted this opinion in accord with the resolution of the board, as follows, to wit:

That the matter be referred to the joint chairmen with directions to frame an order declaring the similarity between this and the Detroit case, approving the principles held in the Detroit case, and on the basis of that case directing that the 64 women heretofore discharged by the company be reinstated to their employment.

For these reasons, the present order will be that the order or recommendation of December 3 last be set aside, and that the company be directed to restore these women discharged on the 1st of March last to the position that they had in seniority and other privileges.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

FINDINGS AND RECOMMENDATION.

December 3, 1918.]

In the case of Employees *v.* the Cleveland Railway Co., Cleveland, Ohio, the board finds and recommends as follows:

Whereas it is recognized by the board that during hostilities the employment of women in the street railway industry in Cleveland and on the cars was due to the shortage of men withdrawn for military service; and

Whereas since the armistice has been signed and men are being returned in daily increasing numbers to their usual employments; and

Whereas the mayor of Cleveland appeared this day before the board and represented the grave situation in the city of Clevelnad due to a strike over this question of the employment of women, and stated that men were becoming immediately available by virtue of the reduction in the forces of industry in Cleveland and the return of men from the camps;

Now, therefore, we recommend that the Cleveland Railway Co. employ no more women for this service and that within the next 30 days they shall replace the present force of women by competent men; that during the 30 days no women shall be discharged except for cause, but in the event it is found necessary to replace the women by men before that date the women shall be paid full wages for the balance of the month.

It is further recommended that every effort should be made by the company to assign women displaced from the platform service by virtue of this recommendation to other positions in the company's service wherever practicable.

This recommendation shall become effective as of December 3, 1918, and the month stated will end on January 3, 1919.

Findings in re Kroegel et al. v. Modern Tool, Die & Machine Co., Docket No. 502; F. T. Smith et al. v. Budd & Ranney Manufacturing Co., Docket No. 889; C. W. Weinert et al. v. Superior Die, Tool & Machine Co., Docket No. 890; and Charles Lorenz et al. v. J. O. Hearn Machine Co., Docket No. 920; all of Columbus, Ohio.

502, 889, 890, and 920. April 10, 1919.

1. The principles upon which the National War Labor Board is founded give to the employees the right to organize and bargain collectively, and there should be no discrimination or coercion directed against proper activities of this kind.

2. The employees in the exercise of their right to organize should not use coercive measures of any kind to compel persons to join their unions, or to induce the employer to bargain or deal with their unions.

3. As the right of workers to bargain collectively, through committees, is recognized by the National War Labor Board, the companies should recognize such committees, which should be representative of the several departments of the companies, and all differences should be adjusted through committees so constituted and the employers.

4. *Hours of work and overtime.*—When committees hereinabove provided for have been constituted, such committees and the companies should consider and arrange the question of hours upon a mutually satisfactory basis, but not over nine hours per day, and arranging for a Saturday half holiday if practicable; and in cases where the shorter work day is now in effect (as is the case in the Budd & Ranney Manufacturing Co., and possibly others) the length of such work day should not be increased except with the full consent of the employees.

For any time worked over the hours so arranged between the employers and employees, the companies should pay one and one-half times the regular hourly rate, except Sundays and holidays, for which double time should be paid.

5. *Retroactive.*—If the companies received payment at the rate of time and one-half for overtime worked beyond eight hours per day for work done by them either directly or indirectly for the Government or for private parties, they should, in fairness to their employees, compensate said employees on the same basis for the period during which the companies received such overtime payment for their work.

6. With respect to the Superior Die, Tool & Machine Co., who employ women in their plant, it is the finding of the board (in addition to the findings hereinabove set forth, numbered 1 to 5) that where women are doing the same work as men such women should be paid the same wages as men for equal work.

With respect to the former assistant foreman, John M. Edmondson, the board holds, upon the evidence, that he was unjustly discharged by the Superior Die, Tool & Machine Co., and makes its finding that said John M. Edmondson should be reinstated in his former position and paid for all time lost since his discharge. The board also finds that the service agreement between said Edmondson and the company should be respected by the company and carried out in good faith by it.

JOSEPH W. MARSH,
FRED HEWITT,
Section.

Findings and Recommendations in re Employees v. F. E. Connors, Receiver of the Spokane & Inland Empire Railroad Co.

503. March 27, 1919.

There are seven sets of complainants. The first group is the city trainmen, members of Division 763 of the Amalgamated Association of Street & Electric Railway Employees of America. The other groups are electrical workers, members of the International Brotherhood of Electrical Workers, machinists, railroad carmen, railroad telegraphers, clerks and station agents, and supervisory forces. The first complaint was filed in August, 1918, by the city trainmen, members of the Amalgamated Association. On September 20, 1918, an informal complaint was filed by the electrical workers' union. In January, 1919, a more comprehensive complaint was filed, bringing in the remaining groups of employees, except the supervisory forces. The complaint of this latter group was filed on February 11, 1919, the date of the hearing before the examiners. All of these complaints were brought against the Spokane & Inland Empire Railroad Co. On the 10th of January, 1919, this receiver was appointed to take charge of this road on petition of trustee for the bondholders.

The receiver appeared at the hearing before the examiners in Spokane on February 11 and 12, 1919. The receiver, through his attorney, entered a limited appearance, declining to submit the matters complained of by the employees to the War Labor Board. The reason given for declining to submit was that "Mr. Connors is acting as receiver of the court, and is acting only with the funds derived from the property in his hands and would be unable to comply with any award made by the board which increased his expenses." The receiver stated that he would not take advantage of the rules of the War Labor Board relative to complaints filed subsequent to December 5, but that his position was the same regarding all of these complaints, regardless of the time of filing.

This board therefore assumes jurisdiction of this entire controversy and makes the following findings and recommendations relative to the issues presented by the various complainants:

1. We recommend that the wages of city trainmen be increased and that they be paid the following scale of wages:

For the first three months of service, 41 cents.
For the next nine months of service, 43 cents.
Thereafter, 45 cents.

The city trainmen have not fared as well as other employees in receiving increases of wages during the past year, and plain justice to this class of employees requires an increase now to the scale we name above.

2. The request for a basic 8-hour day for the city trainmen is not granted. No such day has been established by this board on any street railway lines.

3. The only request made of this board by the electrical workers, machinists, railway carmen, railway telegraphers, clerks and station agents, and supervisory forces, is that we order the receiver to put into effect certain supplements to General Order 27 issued by the United States Railroad Administration. This board can not order

the receiver to put these supplements into effect, because the board is without jurisdiction to make such an order when the receiver declines to submit the controversy to the board. The board, however, can and does make the following findings and recommendations:

In February, 1918, a committee of the employees of the interurban lines operated by the Spokane & Inland Empire Railroad Co., began to press upon the officials of the company the matter of a wage increase. This committee of employees was answered by the company by letter dated March 18, 1918, signed by the general superintendent, and by letter dated March 11, 1918, signed by its superintendent of motive power, both of which were so worded as to be sufficient to lead reasonably minded employees to believe that if they awaited the result of the findings of the Railroad Wage Commission of what increase in wages should be made to railroad employees they would receive the benefit of any such increase at the hands of the company and that such increase would be retroactive to January 1, 1918. This impression was further conveyed by a bulletin issued by the United States Railroad Administration and mailed by the company to each employee, for which his receipt was asked. On this bulletin was a statement over the signature of the president of the road to the effect that all concerned would be expected to follow and comply with the directions given and the principles laid down in said order in letter and in spirit. One such direction was that no request for increased wages be made by the employees at this time, and that if such request were not made, that wages awarded by the Railroad Wage Commission would be put into effect and retroactive to January 1, 1918.

The employees of this road accepted and relied upon the assurances contained in these communications from the company and remained in the service of the company and did not press any wage increase. The promises upon which they relied were made by officials of this company and constitute an agreement, in our opinion, on the part of the company to give their employees the benefits of the increases awarded by the Railroad Wage Commission, retroactive to January 1, 1918.

The wage increases awarded by the United States Railroad Administration to which we think the employees of this road are entitled were announced in General Order 27, issued May 25, 1918, and supplement No. 4 to General Order 27, issued July 25, 1918, and supplement No. 7 to General Order 27, issued September 1, 1918.

The benefits of General Order 27 were given these employees, but they have never been given the increases awarded by supplements 4 and 7. The control or lack of control by the United States Railroad Administration of this road is immaterial to the construction we place upon the negotiations in February and March between the company and its employees. The promises that these men received and relied upon were not made them by the Government or by the United States Railroad Administration, but the officials of the company themselves led these men to believe that they would get the benefit of whatever wage increases were awarded by the United States Railroad Administration to railroad workers generally.

The fact that the supplements were published after the Railroad Administration released the control of the road is not sufficient reason for denying these men the benefits of revisions of wages made by the Railroad Administration and effective during the period in question—that is, from January 1, 1918, to the time when they appealed to the National War Labor Board—for the reason that these two supplements represented just as truly as does General Order 27 the wage which the Railroad Administration allowed railroad workers for the period beginning January 1, 1918, in return for the action of the workers in not pressing requests for wage increases. It was the company officials who led these men to believe that they would get the benefit of these wage increases allowed railroad workers generally by the Railroad Administration, and we are constrained to believe that such action constitutes an agreement by the company to give these employees all the benefits of these wage revisions. We believe this obligation of the company is one which the receiver must necessarily assume along with the other liabilities of the company which he assumes, and we therefore recommend that the receiver carry out the agreements made by the officials of the company and give the employees of this road the benefits of supplements 4 and 7 to General Order 27 of the Railroad Administration.

4. The electrical workers asked this board to pass upon a number of features of a proposed contract between the receiver and themselves. A copy of this proposed contract was submitted subsequent to the hearing. It shows that the men and the receiver have agreed upon a number of the terms contained therein. There are certain other terms relating to wages upon which we make no recommendation other than is made in our recommendation dealing with the obligation of the receiver to put supplements 4 and 7 to General Order 27 into effect.

On the other terms of this proposed contract we make the following recommendations:

(*a*) Under our principles the company is not obligated to sign a contract with the International Brotherhood of Electrical Workers. Its willingness to sign a contract with a committee of employees selected by the electrical workers, who may or may not be members of the brotherhood, is as much as the principles of this board require.

(*b*) Article 1, section 4, relative to the pay of men subject to call from 5 p. m. to 8 a. m.:

The willingness of the company to pay these men eight hours straight time, including Sundays and for additional holidays, and in addition time and a half for all time worked between 5 p. m. and 12 midnight and double time for all time worked between midnight and 8 a. m., we think is a reasonable agreement, and we make no recommendation in regard to any alteration thereof.

(*c*) Article 1, section 5: We recommend that the request of the men on this matter be granted, to wit, that men detailed away from headquarters receive their board and lodging over and above their regular pay, whether on repair or construction work.

(*d*) Article 1, section 6: We suggest and recommend the following clause in lieu of what the men and the company have submitted, since they are unable to agree:

> Special construction gangs shall be governed as follows: $1.20 per day for each day's work shall be deducted by the company for board and lodging. Board shall be wholesome and sufficient and lodging sanitary. Camps shall be furnished with spring beds or cots, mattresses, pillows, sheets, blankets, pillow cases, and towels. The two latter shall be laundered at least once a week and blankets at least once every two weeks. Cook houses and dining houses shall be screened in fly season. The day shall be eight hours, camp to camp, four ways on the company's time, and all meals shall be eaten at the camp.

(*e*) Article 3, section 6: We recommend that the request of the men in this matter be granted so that this section shall read as follows:

> SEC. 6. Relief operators working regular shift on other work and required to double at operating shall receive time and a half for all time worked over regular shift. They shall not be required to work on Sundays or holidays except in cases of sickness or emergency, and when so working shall receive time and a half. They shall be paid not less than 68 cents per hour.

(*f*) Article 3, section 7: We recommend that the request of the men in this matter be granted and section 7 read as follows:

> SEC. 7. Operators shall be allowed one day off each week. Schedule of relief days shall be prepared and each operator will be required to take his relief according to schedule. In the event the company fails to arrange for one day off each week, the employee shall receive double time for the relief day worked.

(*g*) Article 3, section 8: In this the men ask for annual transportation for station operators and dependent members of their families. We consider that the company's rules need not be altered to include this clause.

(*h*) Article 3, section 9: The men request that the following clause be included:

> SEC. 9. Seniority lists will be kept of station operators and when vacancy occurs position will be bulletined for a period of 10 days, and junior operator bidding in same will be entitled to the position.

We are unable to agree, and hence do not recommend that the receiver's rules relative to seniority promotion be changed to include the provision desired by the men.

(*i*) Article 5, section 5: The demand of the men that there shall be not more than one apprentice or helper to every gang of from three to six journeymen is one which we think the receiver need not comply with. Their present rule of two apprentices to five journeymen seems satisfactory.

(*j*) Article 5, section 7: We think the receiver's provision here to furnish these employees transportation equal to that supplied other employees of the company under the company's rules is satisfactory, except that all employees should be permitted free transportation on the company's lines upon presentation of a badge showing that he is an employee of the company.

(*k*) Article 5, section 9: We think that the request of the men should be granted and section 9 should read:

> SEC. 9. All employees coming under this agreement shall be paid twice a month, on the 5th for all time from the 16th to end of preceding month, inclusive, and on the 20th for all time from the 1st to the 15th of current month, inclusive—

and we so recommend.

(l) Article 5, section 10: We think that the contention of the men should be granted, and so recommend paragraph 10 to read as follows:

> SEC. 10. Any employee under the various classifications doing work under a different classification which pays a higher rate shall receive the higher rate.

(*m*) We recommend that the provision relative to overtime read as follows:

Except as herein otherwise provided, all employees covered by these rules shall receive time and a half for all time worked other than the regular day or shift, overtime to begin and end when the men report on and off the job; three hours' time at straight time shall be allowed for all emergency calls after the day's work, should actual working time be less than two hours. All time worked on Sundays and holidays shall be computed at time and a half, except for station operators and batterymen or relief men acting in this capacity.

5. We recommend that the new wage scale suggested for city trainmen be retroactive as of August 8, 1918, and that the receiver have until November 1, 1919, to pay the back pay to all employees which we recommend for them. This recommendation is made for the duration of the war until peace is proclaimed by Executive proclamation.

6. *Interpretation of award.*—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the section making this award. Pending a final adjudication of the appeal, the decision of the examiner shall be binding.

7. *Financial recommendation.*—We have made a careful study of the financial condition of this company and we are firmly convinced that this road should be allowed to charge a higher fare on its city lines and also on its interurban lines. We recommend to the public authorities who have supervision and jurisdiction the favorable consideration of the receiver's appeal for permission to charge higher fares. This road is not receiving sufficient revenue to enable it to give the proper service to the public. We feel the public should pay a fare more nearly commensurate with the service it is receiving, and we hope this recommendation of ours to the public authorities will be supported by public sentiment of the population served by this road. We say here, as we have said in certain awards, that this is not a matter turning upon the past history of the road; that any overcapitalization in the past should not be urged against this receiver now being permitted to charge a fare which would enable him to pay the expenses of operation and a reasonable return on the money actually invested in the road.

BASIL M. MANLY,
FREDERICK N. JUDSON,
Section.

Report of Section in re Machinists, Toolmakers' Helpers, and Apprentices v. Carpenter Steel Co., Birdsboro Steel Foundry & Machine Co., Safety Machine Corporation, Berks Engineering Co., Long-Henkel Patents Co., Orr & Sembower, Reading Chain & Block Corporation, American Die & Tool Co., Bethlehem Steel Corporation, Dundore Manufacturing Co., Reading Standard Co., and Reading Iron Co.

522 to 522k. March 4, 1919.

Cases settled.—The Carpenter Steel Co. and the Long-Henkel Co. made settlement with their employees before hearings started by examiner.

Demands of the employees.—1. Wages: Toolmakers, roll makers, mechanics on heavy machines, 90 cents an hour; machinists, 75 cents an hour; specialists (drill press), 65 cents an hour; helpers, 51 cents an hour. Apprentices a proportioned increase.

(NOTE.—Employees claim the average wage for mechanics is only 50 cents per hour; this has not been denied by the employers.)

2. Employees ask the abolishment of the bonuses.

3. The men on piecework do not want the bonuses abolished.

4. Demand for a basic 8-hour day.

(NOTE.—The complaint shows that, except in the case of the Bethlehem Steel Co., the employees were working five days at 10 hours a day and five hours on Saturday; that the company granted the basic 8-hour day October 1, 1918.)

5. The men demand the right of collective bargaining.

FINDING.

1. This case is not a joint submission.

2. We find that 50 cents per hour for mechanics is a low wage and should be materially increased.

3. We recommend that the companies involved in this case should adjust the wage rates so that they will conform to the prevailing rates of their respective localities for similar services.

4. We find at the hearing the employers agreed to the question of collective bargaining.

We recommend that the employees of each company meet at the earliest time possible and adopt a system for the election of shop committees, for the purpose of adjusting the wages and other working conditions.

C. E. MICHAEL,
T. M. GUERIN,
Section.

Award in re International Association of Bridge, Structural, and Ornamental Iron Workers, Local Union No. 10, v. Builders' Association of Kansas City, Mo.

526. May 9, 1919.

The members of the section of the National War Labor Board having this case in charge being unable to agree, the writer was called as umpire. The hearing was fixed for April 3, 1919, at Washington, D. C., but one of the members of the section being absent the matter could not be disposed of at that time and by consent the controversy was submitted on briefs.

Briefs having been duly received and the undersigned having read and considered the testimony and other data adduced by the parties, the report of the examiner, and the briefs, I find the facts as follows:

That, following a controversy between the parties in the spring of 1918, a settlement was arrived at which is expressed in the rules prepared and printed by the employees, copy of which was received by the employers and acquiesced in by them.

Under these rules and the rate of wages specified therein the employees resumed work and continued uninterruptedly until September 16, 1918. On August 16, 1918, they delivered a notice demanding increased pay on and after September 16, 1918. The increase being refused, the men suspended work. By joint action of employers and employees the question of wages was submitted to this board for its decision, and also whether four men who were employed on a construction job at Twenty-ninth Street and Gillham Road, in Kansas City, should be entitled to reimbursement for lost time on account of the action taken by the Builders' Association in causing them to suspend work.

It is contended by the Builders' Association that on account of the omission of the employees to give three months' notice of the proposed modification of the rule establishing the rate of wages, the application for increased pay should be refused; and by the men that the rules were not operative or binding upon them for the reason that they had not been formally assented to in writing by the Builders' Association.

I hold and decide that a formal signature or acceptance by the Builders' Association of Kansas City of these rules was not necessary to make them binding. The evidence shows that they were prepared by the union, a copy delivered to the association and acquiesced in by the latter body. Accordingly, I hold that this constituted a contract between the parties, to all intents and purposes, and which could not be modified except upon the notice specified or by consent.

However, inasmuch as the question of wages was voluntarily submitted by both sides to the board for its decision, the omission to give the three months' notice becomes immaterial, except in one particular, viz: No change in the rules or in the rate of wages could become effective until three months after notice and demand for such change, except by mutual consent. The Builders' Association having refused to consent to an earlier change, the wages hereinafter fixed can only become effective as of November 16 under the rules.

On the question of wages I find upon the evidence that 85 cents per hour is a relatively fair and just wage in the circumstances. Accordingly I decide—

1. That article 2 of the working rules hereto attached [15] be amended by striking out "75" in the first line of said article and substituting therefor "85." That this amendment shall be effective as of date November 16, 1918, and that all wages accruing to the employees since said date shall be adjusted and paid on the basis of article 2 as amended.

I further decide that the working rules referred to constitute the working agreement between the parties until abrogated or modified in the manner provided by the rules.

[15] Rules not printed herewith. The first sentence of article 2 thereof reads as follows: "The wages shall be 75 cents per hour on all work in the jurisdiction of Local No. 10, or where our members are employed."

2. The other question submitted I find it impossible to decide upon the evidence contained in the record. If the subcontractor (Fenestra Construction Co.) had a percentage contract from the general contractor and intended to charge to him the increase in wages that he paid the employees, or if the contract gave the right claimed to him, then the general contractor would have control over the subcontractor, otherwise not, as it seems to me. It is respectfully submitted to the parties in interest that this comparatively trivial issue be adjusted by mutual concessions and accommodations.

3. The National War Labor Board will make the necessary orders for carrying this decision into effect.

JOHN LIND, *Umpire.*

Award in re Local 125, International Brotherhood of Electrical Workers, v. Portland Railway, Light & Power Co., Portland, Oreg.

567. February 19, 1919.

This case comes before the board as a joint submission for arbitration of the wage scale and of certain clauses of a new agreement, the parties themselves having concurred in the remaining clauses. The following is the award:

Wages.—There shall be a horizontal increase of 20 per cent in all classifications above the wage scale which became effective with the previous agreement between the two parties in October, 1917 (schedule shown in the exhibits as of April, 1918), excepting for substation and power-station employees and for truck drivers, for whom separate provision is made in this award.

Substation and power-station employees.—A new grouping of substations and power stations under the four classifications A, B, C, and D has been made by a local arbitration committee and accepted by both parties. The wage scale in the stations now classed A shall be 20 per cent in advance of the scale effective for class A in October, 1917. The wage scale in stations now classed B shall be 20 per cent in advance of the scale effective for class B in October, 1917. The wage scale in stations now classed C shall be 20 per cent in advance of the scale effective for class C in October, 1917. The wage scale in stations classed D shall be 20 per cent in advance of the scale effective for class D in October, 1917.

Duration of agreement.—The agreement shall be in effect for one year from October 1, 1918, but either party may reopen the question of wages at the conclusion of six months from that date, either between themselves or before the National War Labor Board, such discussion not to be limited to their increase should conditions justify their decrease in the opinion of either party.

The company shall be allowed until May 1, 1919, to make payments to its employees of back pay due them under this award.

Clauses of the new agreement.—Article II, section 3, that "cable splicers' helpers shall be journeymen linemen," shall be stricken out.

Article III, section 11, shall read: "Linemen shall work from 8 a. m. to 12 noon and from 1 p. m. to 5 p. m. However, it is agreed that at the option of the company the afternoon work may be from 12.30 p. m. to 4.30 p. m. provided that no change in the noon hour is to be made for a period of less than 30 days." This is to be construed as granting to lineman working in the country the 8-hour day.

Article III, section 12, shall read: "Emergency trolleymen shall be required to do any work that is required of a journeyman and shall work any shift of 8 consecutive hours in the 24, Sundays included, but said men shall work on the same shift continuously for at least 14 days without change of hours and shall have 1 day off in 7. The company shall not use emergency trolleymen on Sunday to do new construction which otherwise would require calling out men who would be entitled to a special rate for Sunday work."

Article IV, section 5, shall read: "Construction men shall work from 8 a. m. to 12 noon and from 1 p. m. to 5 p. m. However, it is agreed that at the option of the company the afternoon work may be from 12.30 p. m. to 4.30 p. m., provided no change in the noon hour is made for a period of less than 30 days."

Article V, section 10, shall read: "All operators shall have 2 days off each month on full pay, except that during the months of June, July, August, and September these 2 days a month shall not be allowed, but instead all operators who have been in the employ of the company for 1 year shall be allowed 10 days off on full pay. All operators who have been in the employ of the company for at least 6 months but for less than 1 year shall be allowed 4 days off on full pay after the first 6 months and 1 day additional for each month's term of service."

Article V, section 11, shall read: "All substation and station operators shall work under what is known as the revolving watch."

Article VIII, section 3, shall read: "Chief and shift load dispatchers shall receive 2 days off per month with full pay and in addition they shall receive 10 days consecutive time off per year with full pay."

Article X, section 1, shall read: "Emergency line and inside trouble work shall be done by journeymen troublemen who shall receive journeymen linemen's pay. Those whose regular assignment is inside trouble work shall not be required to do new construction."

The following sentence from Article X, section 7, shall be struck out: "All reliefs on trouble dispatcher's board shall be made by a journeyman troubleman."

Article XIII, section 11, shall read: "The company shall be permitted to employ truck drivers for a 9-hour day, but shall pay for the ninth hour at time and a half. The rate for truck drivers for the 8-hour day shall be eight-ninths of the rate in effect in the agreement of October, 1917, plus 20 per cent. Truck drivers shall receive double time for all emergency work done after the nine-hour day is completed."

Article XIV, section 12, shall read: "Fourteen calendar days will be considered a temporary job. More than 14 calendar days will be considered a permanent job. Employees shall be notified before being sent away whether the work will be classified as temporary or permanent. If classified as temporary and it exceeds 14 calendar days, board and lodging will be provided until return to headquarters or place where hired. If classified as a permanent job and return to headquarters or place where hired is made in less than 14 calendar days, board and lodging will be allowed."

Article XIV, section 15, shall read: "All employees covered by this agreement shall be allowed overtime at the rate of double time for all time worked other than the regular day or shift; overtime to begin when men are called and end when they return to the place from where called. Two hours time at double time shall be allowed for all emergency calls after the day's work is finished should the actual working time be less than two hours."

Article XIV, section 21, shall be struck out.

Interpretation of award.—The secretary of the National War Labor Board shall assign an examiner who shall hear any differences arising between the parties in respect to the award, and he shall promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

BASIL M. MANLY,
F. N. JUDSON.

Findings in re Local Union No. 459, International Association of Machinists, Representing Herman J. Caul et al., v. American Hoist & Derrick Co., St. Paul, Minn.

571. April 11, 1919.

The National War Labor Board, in considering on appeal the question of jurisdiction involved in this case, affirms the decision of the joint chairmen as handed down under date of November 22, 1918. It also makes the following findings:

This is not a joint submission.

Original complaint dated September 27, 1918, running in the name of District No. 77, International Association of Machinists of the State of Minnesota, and signed by certain union representatives, was mailed to the secretary of the National War Labor Board on September 27, 1918, the burden of the complaint being that the said corporation has at all times operated and endeavored to maintain a nonunion shop, that is, a shop or factory in which the workers are not permitted to belong to any union, and that the said corporation has, by threats of discharge, abuse, and various methods of intimidation, prevented the employees from organizing under the national labor program as enunciated and adopted by the National War Labor Board. Based upon these allegations was a request that the right of the employees to peacefully organize and bargain collectively under the terms and conditions of the national labor program be affirmed and enforced, and a desire for an immediate hearing and award. It was asserted that at that time "attempts at unionization of the employees of this company were met with the discharge of employees as fast as they joined the union."

Thereafter, to wit, on the 5th day of November, 1918, an amended complaint, entitled as above, was mailed to the secretary of the board. This in turn was amended during the taking of testimony, at which time a request for 80 cents per hour for mechanics, 62 cents for specialists, and 58 cents for helpers was made. There was also a request by apprentices of 25 cents per hour for the first year, 30 cents per hour for

the second, 35 cents per hour for the third, and 45 cents per hour for the fourth year. Affirmation of the 8-hour basic day, time and one-half for overtime, and double time after 12 o'clock midnight and on Sundays and legal holidays is prayed for, together with an affirmation of the right to peacefully organize and bargain collectively under the terms and conditions laid down by the National War Labor Board.

On and prior to October 10, 1918, the American Hoist & Derrick Co. was engaged in war production, directly or indirectly, to the extent of 90 per cent of its activities. Its output consisted of cargo winches, anchor windlasses, steering engines, blocks, light pulley blocks, hoisting engines, etc., of use on maritime craft. Since the armistice much of the work related to war production, probably 30 or 40 per cent, has been suspended.

At the hearing before examiners a considerable number of witnesses appeared, representing various crafts, and testified concerning wage rates, hours, and conditions of employment. As bearing on the extent of the representation of the petitioners, a list containing the names of 555 persons said to be employees of the company and members of Local Union No. 459, International Association of Machinists, St. Paul, Minn., was filed with the secretary of the board, and 116 employees filled out and presented questionnaires containing information relating to the issues in the case.

Wages.—The respondent herein did not see fit to file general wage data, but the testimony of employees and such evidence as the employer offered indicated that the rates paid were perhaps equal to 80 per cent of the amount asked for. This standard was reached after successive increases covering principally the years 1917 and 1918. The earnings of piece-rate workers seem to have been high, and it appears by comparisons made that this company pays as high a rate as any of the machine shops of the district.

The evidence concerning living wage, labor standards, and prevailing rates introduced in this case is identical with that involving the Minneapolis Steel & Machinery Co., with the exception that the average annual expenditure of the 116 men reporting by way of questionnaire (accepting October, 1918, as a typical month) is somewhat higher, reaching the figure of $1,596, to earn which sum would require an average hourly pay having in contemplation a work year of 300 days of 8 hours each, of 66½ cents per hour.

For the reasons set forth in the findings in the above-mentioned case (Docket 46), it is recommended that the following scale of minimum rates be established in the shop of the respondent, and in those cases where these classes fail of application, an hourly rate equal to 90 per cent of the Atlantic Coast, Gulf & Great Lakes Shipyard award be fixed, and that all readjustments carrying increases be made effective as of October 24, 1918. Nothing herein shall be construed to reduce the wage of any employee, and likewise nothing announced shall operate to increase the earnings of any employee during the period so engaged, who has heretofore or shall hereafter be employed at piecework.

Machinists, first class, 72 cents.
Machinists, second class, 65 cents.
Machinists' helpers, 49 cents.
Specialists, 56 cents.
Handy men, 56 cents.
Toolmakers, 74 cents.
Pattern makers, 77½ cents.
Common laborers, 42 cents.
Layer outs, 76½ cents.
Storeroom clerks and timekeepers, 52 cents.
Molders, 72 cents.

Wages of apprentices.—Agreements between apprentices and employer cover a period of three years at stated rates. The company has shown a disposition to meet changed conditions and, in the case of the witness appearing, had on March 15, 1918, added 40 per cent to his wage, and on June 15, 60 per cent. The company's attention is called to the fact that the cost of living generally continued to rise until January 1 and suggests further increase to meet same as of the 24th day of October, 1918.

Hours.—The testimony shows that the working day is at present 8 hours. It is recommended that said hours be continued and that time and one-half be paid for all time worked over 8 hours and double time for Sundays and holidays.

Right to organize.—The principles upon which this board is founded recognize the right of employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

Discrimination.—There is considerable evidence in this case tending to support a contention of the men that employees had been discharged on account of trade-union membership, and this is especially so in the case of a number of molders who were discharged on or about the 14th day of December, 1918. It is also asserted that witnesses who testified for complainants in this case have since been discharged because of that fact. It is decided that these cases may, if the finding is otherwise accepted by the company, be brought before the examiner hereinafter provided for to act as administrator, who shall hear all the testimony relating thereto, and whose decision thereon shall be final, subject, however, to appeal to the National War Labor Board by either party.

Committees.—As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees of their own men after they have been constituted by the employees.

Duration of award.—This award shall be effective for the duration of the war.

Interpretation of award.—That for the purpose of securing proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear differences arising between the parties in respect to the award and promptly render his decision, from which an appeal may be taken by either party to the National War Labor Board. Pending such an appeal the decision of the examiner shall be in force, except where payment of wages is directly or indirectly involved.

Adopted by the board April 11, 1919, the vote being as follows:

For: Joint Chairman Manly, Vice Chairman Judson, and Labor Group.

Against: Employer Group.

MINORITY REPORT.

The employer members of the board declined to support the above findings because the evidence indicated that the employees were well paid for the services rendered, and because they believed this board had no authority to establish arbitrary classifications and rates so much in excess of the prevailing or going rates in the community, which, under the principles of the board, must have due consideration in the mediation of complaints such as this.

Award in re International Brotherhood of Electrical Workers, Local No. 122, Great Falls, Mont., v. Montana Power Co., Great Falls Power Co. (subsidiary), and Mountain States Telephone & Telegraph Co.

583 and 480. February 13, 1919.

This case comes before the board by joint submission, the Montana Power Co. and the Great Falls Power Co. signing the submission unconditionally, while the Mountain States Telephone & Telegraph Co. agree to abide by the award, subject to the approval of the Postmaster General.

These companies have always operated a closed union shop, and the present controversy arises with respect to certain clauses of a proposed agreement presented by the elctrical workers at the expiration of their previous contract upon September 25, 1918.

At the hearing before the board a number of points were agreed upon, leaving for present adjudication only the questions of the wage scale and the contention with reference to overtime, deductions for meals and lodging, and classification of patrolmen.

1. *Wages.*—The union in this case is asking for the same scale of wages which has been established by agreement for the city of Butte, Mont., by the Great Falls Power Co. The company contends that the granting of this demand would raise their wage scale higher than the wages paid for similar work in a number of western cities.

In view, however, of the fact that they have already agreed to these wages for the workers in Butte, and in view of the further fact that the proposed wage scale does not increase the wages beyond the increase in the cost of living which has taken place during the war, we feel that the wage demands of the employees should be granted.

2. *Payment for overtime.*—The men demand payment of double time for all overtime beyond eight hours. The company has, however, proposed a compromise with reference to the payment of overtime which seems to us to be a fair proposal and to afford the employees a complete safeguard against the exaction of excessive overtime. We therefore make the proposal of the company a part of this award, to wit:

> Overtime shall be paid to all employees under this agreement, except such employees for whom overtime conditions have already been specified, as follows: All overtime in excess of the regular working hours shall be paid for at the rate of one and one-half time straight time, except time after 10 p. m. until returned to shop, or camp, or temporary quarters, at the company's option, after release

from work, which time shall be paid for at the rate of double time. Excepting also as to both of the above provisions cases of swing shift or regular shift, established as regular working hours. In which case the rates for regular working hours shall apply, and the same rules for overtime shall apply in computing overtime. It is further provided that on night calls, employees called prior to 10 p. m. shall receive time and one-half until 10 p. m. and double time after 10 p. m. until released from work as provided above. Employees called between the hours of 10 p. m. and 3 a. m. shall receive double time until released from work as provided above. Employees called between the hours of 3 a. m. and 8 a. m. shall receive double time until 8 a. m., at which time it shall be construed that a regular shift is begun at straight time. Employees called between 10 p. m. and 6 a. m. shall receive not less than one-half day's regular pay.

3. *Deductions for meals and lodging.*—The union requests that the practice of deducting $1 per day from the pay of employees when fed and lodged by the company while away from their home station be discontinued. In our opinion, however, the company's charge for this service is moderate, and inasmuch as the men introduced no evidence in support of their demand the same is denied.

4. *Classification of patrolmen.*—The demand for classification of patrolmen, according to the evidence, will bind the company to employ only journeymen linemen, whereas the evidence further shows that other special qualifications, such as ability to use snow shoes and traverse rough country, are equally important. We accordingly find that the classification sought is denied, but recommend that the company grant the patrolmen union conditions and otherwise treat with them as organized employees.

5. *Effective date.*—This award shall be retroactive to September 26, 1918, as provided in the agreement of joint submission. The company shall have until May 1, 1919, to complete the retroactive wage payments.

6. *Duration of award.*—This award will be effective for the duration of the war, but may be reopened by either party at the end of six months from this date if changed conditions warrant.

7. *Interpretation of award.*—The secretary of the National War Labor Board shall assign an examiner who shall hear any differences arising between the parties in respect to the award, and he shall promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication of the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen.

REVISION OF AWARD.

May 27, 1919.]

An award was made by this board on February 13 on the submission of the controversy by the companies and the men. Immediately following the publication of the award the companies asked for a rehearing on a number of different grounds which it is unnecessary to enumerate here. The men also asked that the award be revised to meet the agreement reached by both sides during the hearing that the duration of the award should be only until July 1, 1919.

We have been impressed by the arguments made by the companies in their motion for a rehearing and by the undisputed facts adduced at the hearing upon which those arguments are based. We have therefore reconsidered our finding and accordingly make the following revision of our award of February 13, 1919, by making changes in sections 1 and 6 so that those sections will read as follows:

Section 1. *Wages.*—The company shall pay to these employees between the dates of September 26, 1918, and February 1, 1919, the scale of wages this company pays to the same classifications of its employees in Butte under the existing Butte contract. Between the dates of February 1, 1919, and July 1, 1919, the company shall pay to these employees the same wage scale it was paying at the time of the hearing before the examiner of this board as introduced into evidence at that hearing.

Section 6. This award shall be in effect until July 1, 1919.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Recommendation in re Employees v. American & British Manufacturing Co., Providence, R. I.

594. February 12, 1919.

This is not a joint submission.

In the matter of hours and overtime payments an arrangement mutually satisfactory to the parties involved was arrived at at the hearing, which provides that 8 hours shall constitute a day's work, and 48 hours, consisting of six days of 8 hours each, a week's work. All time worked in excess of a regular work day shall be considered overtime and paid for at the rate of time and a half, but Sundays and holidays shall be paid at the rate of double time. In the event that an employee shall work through the day of 8 hours and continue at work on that day only, past midnight, all time after midnight shall be paid for at the rate of double time. We therefore adopt this arrangement as the recommendation of the board.

With regard to wages the board recommends that in no case shall any male employee 21 years of age or over receive less than 40 cents per hour, and inasmuch as the company operates a plant at Bridgeport, Conn., and has established in that plant the schedule of increase recommended in the so-called Bridgeport award, the board recommends further that a similar schedule be made effective at the Providence plant, effective October 10, 1918, as follows:

Those receiving 40 cents per hour shall be paid 46 cents per hour.
Those receiving 41 cents per hour shall be paid 47 cents per hour.
Those receiving 42 cents per hour shall be paid 48 cents per hour.
Those receiving 43 cents per hour shall be paid 49 cents per hour.
Those receiving 44 cents per hour shall be paid 50 cents per hour.
Those receiving 45 cents per hour shall be paid 51 cents per hour.
Those receiving 46 cents per hour shall be paid 52 cents per hour.
Those receiving 47 cents per hour shall be paid 52½ cents per hour.
Those receiving 48 cents per hour shall be paid 53 cents per hour.
Those receiving 49 cents per hour shall be paid 54 cents per hour.
Those receiving 50 cents per hour shall be paid 55 cents per hour.
Those receiving 51 cents per hour shall be paid 55½ cents per hour.
Those receiving 52 cents per hour shall be paid 56½ cents per hour.
Those receiving 52 cents per hour shall be paid 57½ cents per hour.
Those receiving 54 cents per hour shall be paid 59 cents per hour.
Those receiving 55 cents per hour shall be paid 60 cents per hour.
Those receiving 56 cents per hour shall be paid 61 cents per hour.
Those receiving 57 cents per hour shall be paid 62 cents per hour.
Those receiving 58 cents per hour shall be paid 63 cents per hour.
Those receiving 59 cents per hour shall be paid 64 cents per hour.
Those receiving 60 cents per hour shall be paid 65 cents per hour.
Those receiving 61 cents per hour shall be paid 66 cents per hour.
Those receiving 62 cents per hour shall be paid 67 cents per hour.
Those receiving 63 cents per hour shall be paid 68 cents per hour.
Those receiving 64 cents per hour shall be paid 69 cents per hour.
Those receiving 65 cents per hour shall be paid 70 cents per hour.
Those receiving 66 cents per hour shall be paid 71 cents per hour.
Those receiving 67 cents per hour shall be paid 72 cents per hour.
Those receiving 68 cents per hour shall be paid 73 cents per hour.
Those receiving 69 cents per hour shall be paid 74½ cents per hour.
Those receiving 70 cents per hour shall be paid 75¾ cents per hour.
Those receiving 71 cents per hour shall be paid 77 cents pre hour.
Those receiving 72 cents per hour shall be paid 78 cents per hour.
Those receiving 73 cents per hour shall be paid 78 cents per hour.
Those receiving 74 cents per hour shall be paid 78 cents per hour.
Those receiving 75 cents per hour shall be paid 78 cents per hour.
Those receiving 76 cents per hour shall be paid 78 cents per hour.
Those receiving 77 cents per hour shall be paid 78 cents per hour.
No increase above 78 cents per hour.

This revision of wages shall in no case operate to reduce the wages or earnings of any employee.

All apprentices shall be classed as employees under 21, whether actually over 21 years of age or not, and shall receive compensation individually agreed upon.

The principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there should be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their

right to organize also should not use coercive measures of any kind to compel persons to join their unions nor to induce employers to bargain or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board, the company should recognize and deal with such committees after they have been constituted by employees of the company.

These recommendations shall remain in force at least until January 31, 1919, and retroactive payment of wages in accordance with the schedule of increases herein contained shall be made from October 10, 1918, such payment to be made not later than March 10, 1919.

With regard to the three employees discharged because of their failure to work a full day on Saturday, in accordance with the arrangement with regard to hours which was arrived at at the hearing, the board can not urge upon the company the reinstatement of these men who disregarded the working hours established in the plant, and particularly as they did so after fair warning of the consequences.

H. H. RICE,
WM. H. JOHNSTON,
Section.

Findings and Award in re Employees Members of Division 192, Amalgamated Association of Street & Electric Railway Employees of America, v. San Francisco-Oakland Terminal Railways.

610. April 10, 1919.

This is a joint submission made by these employees and the company, referred to this board for settlement of the questions of wages and hours.

We make the following findings and award:

Wages.—Motormen and conductors on Traction Division and brakemen on Key Division:

For first three months of service, 43 cents per hour; for next nine months of service, 46 cents per hour; thereafter, 48 cents per hour.

Motormen and conductors on Key Division:

For first three months of service, 45 cents per hour; for next nine months of service, 48 cents per hour; thereafter, 50 cents per hour.

Hours.—The request of the men for an 8-hour day is not granted.

All trainmen who are called upon to work extra trips or do any extra work in addition to the runs to which they are respectively assigned shall be paid time and one-half for all such time and also time and one-half from the completion of their run to the starting time of the extra trip or extra work. No trainman, however, who is regularly assigned a schedule run paying more than eight hours platform time shall be required or allowed to run any such extra trip or do such extra work unless there are no available men to do such work.

Requests denied.—The request of the men that this board fix a time for the duration of a contract between these men and the company, and the request of the men for double time for working on rest day, are not granted.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award and promptly render his decision, from which an appeal by either party may be taken to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

Duration.—These increases shall be made retroactive as of November 1, and shall continue for the duration of the war until peace is announced by Executive proclamation, except that either party may reopen the case before the board at periods of six months' interval, beginning October 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall have until September 1, 1919, to meet the back pay due under this award.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Findings and Award in re Amalgamated Association of Street & Electric Railway Employees of America, Members of Divisions 174, 235, 238, 240, 243, 246, 249, 253, 261, 270, 280, 373, 473, 503, 551, and 688, v. Bay State Street Railway Co.

634. December 4, 1918.

The undersigned were selected as a section of the National War Labor Board to hear this controversy, and hereby report to the board the following findings and award:

Wages.—The wage scale for all motormen and conductors shall be:

For the first three months of service, 41 cents per hour.

For the next nine months of service, 43 cents per hour.

Thereafter, 45 cents per hour.

Existing working conditions and differentials paid for special services shall be continued.

Wages of other employees.—The aggregate wage now paid to each classification, other than motormen and conductors, which is before the board for fixation, shall be increased by the same percentage that the maximum of the wage scale paid to motormen and conductors is increased by the award, and this aggregate amount of increases is to be distributed among the individuals in the classification by agreement of the joint committee of the employees and the company that is now readjusting the classifications and the rates therein, and in case of failure to reach an agreement the matter shall be referred to the board for settlement; provided, however, that if this increase does not bring the wage of any adult male employee up to a minimum of 42½ cents per hour he shall be paid said minimum of 42½ cents per hour up to not more than 10 hours' work per day. The foregoing provisions shall not apply to employees who are already receiving union craft rates, nor operate so as to increase their wages beyond such rates.

Interpretation of award.—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any difference arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

Date effective.—This award is to take effect as of October 22, 1918, and shall continue for the period of the war as determined by Executive proclamation, except that either party may reopen the case before the board at periods of six months' interval, beginning June 1, 1919, for such adjustments as changed conditions may render necessary.

The company shall be allowed until March 1, 1919, to make payments to its employees of the back pay due them under the award.

Financial recommendation.—This increase in wages will add substantially to the operating cost of the company and will require a reconsideration by the proper regulating authority of the fares which the company is allowed by law to collect from its passengers.

We make part of this award the words we have used in the award in the Cleveland case:

> We have recommended to the President that special congressional legislation be enacted to enable some executive agency of the Federal Government to consider the very perilous financial condition of this and other electric street railways of the country, and raise fares in each case in which the circumstances require it. We believe it to be a war necessity justifying Federal interference. Should this be deemed unwise, however, we urge upon the local authorities and the people of the locality the pressing need for such an increase adequate to meet the added cost of operation.
>
> This is not a question turning on the history of the relations between the local street railways and the municipalities in which they operate. The just claim for an increase in fares does not rest upon any right to a dividend upon capital long invested in the enterprise. The increase in fare must be given because of the immediate pressure for money receipts now to keep the street railways running so that they may meet the local and national demand for their service. Overcapitalization, corrupt methods, exorbitant dividends in the past are not relevant to the question of policy in the present exigency. In justice the public should pay an adequate war compensation for a service which can not be rendered except for war prices. The credit of these companies in floating bonds is gone. Their ability to borrow on short notes is most limited. In the face of added expenses which this and other awards of needed and fair compensation

to their employees will involve, such credit will completely disappear. Bankruptcy, receiverships, and demoralization, with failure of service, must be the result. Hence our urgent recommendation on this head.

WM. H. TAFT,
FRANK P. WALSH,
Joint Chairmen and Section.

Award in re New York Newspaper Publishers v. International Association of Machinists, District 15.

637. January 15, 1919.

This case comes before the board by joint submission, the issue involved being one of wages.

It appears from the evidence in this case that the machinists employed by the newspaper publishers are men of extraordinary skill and ability, years of special training being required to fit men for this work. The contention of the men that they are experts in this line of work is borne out by the evidence in the case. The workmen involved in this controversy can in no wise be classified with the ordinary machinists employed in other industries.

Wages.—The scale rate of wages for machinists in the employ of the newspaper publishers shall be $7.20 per day.

Hours of labor.—The hours of labor shall continue as at present.

Duration of award.—This award to take effect as of October 15, 1918, and shall continue for the duration of the war, except as either party may reopen the case on May 1, 1919, for such adjustment as changed conditions may render necessary. The publishers shall have until February 15, 1919, to make payments of retroactive pay.

ADAM WILKINSON,
JOHN F. PERKINS,
Section.

Findings in re Machinists v. Smith, Drum & Co., Philadelphia, Pa.

641. January 15, 1919.

MEMORANDUM TO THE BOARD.

This case was filed with the board on November 2, 1918, by William A. Kelton, business representative, International Association of Machinists. Complaint was not signed by actual employees of the concern. On November 12 Smith, Drum & Co. answered the complaint by letter, in which they stated the firm had no knowledge of shop grievances and asked to be released from appearing.

Company appeared at hearing and gave testimony, but declined to submit the case to the board.

Under the heading, "Issues," the examiner in his report states:

> A number of issues were settled before the hearing began; the 8-hour day, time and one-half for overtime, and double time for Sundays and holidays were found to be already in effect and were therefore eliminated as points at issue. The employer also conceded the right of the employees to bargain collectively, but on account of apparent differences of opinion upon this point the examiner ruled that testimony might be taken on it.

The real issue is one of wages.

In regard to collective bargaining, Mr. Drum stated at the hearing:

> As our shop is a small one, having a few men, and our foremen know all the men, we consider it is better to deal with the men individually, but when there is anything that concerns the whole shop I think it is advisable to meet all the men or a representative committee of them.

The company also stated in a letter to the board, dated November 12, as follows:

> Whenever our workmen appoint a committee to meet us to discuss any matter pertaining to their welfare, we have never yet refused to meet them, and we will always be willing to do so. We do not understand why the representative of the Machinists' Union should send us a notice or make a demand of any kind, as we do not have a closed union shop and have not dealt with that body in the past.

It appears that the company had no direct Government contracts, but were doing Government work indirectly as subcontractors at fixed prices.

As this is not a joint submission, the board can only make a finding and recommendation and the section submits the following:

FINDING.

The principles of the board under the headings "Right to organize" and "Existing conditions" are hereby reaffirmed, and we recommend that all the principles of the War Labor Board be adopted and adhered to by both the employers and the employees in this case.

We further recommend that a permanent committee be formed, to consist of two employees and two representatives of the company, to which committee shall be referred all questions of wages, working conditions, etc., affecting the company and its employees, the decision of any three members of this committee to be binding.

Wages.—The claims made by the employees would indicate that in some classes of service the increased wages have not kept pace with the increased cost of living. The board therefore recommends that the company should give consideration to the claim for additional wages, and that upon the formation of the committee above referred to said committee should take the matter under consideration and endeavor to reach an agreement thereon, covering all of the employees in this company.

This finding shall continue in effect for the duration of the war.

C. A. CROCKER,
T. M. GUERIN,
Section.

Finding in re Pattern Makers v. Banner Pattern Co. and Melvin Pattern Works, Columbus, Ohio.

670 and 671. March 26, 1919.

It is recommended that the basic 8-hour day, four hours on Saturday, with a minimum wage of 75 cents per hour for journeymen pattern makers, agreed upon as of June 3, 1918, should be continued.

It is further recommended that as the right of the workers to bargain collectively through their chosen representatives is recognized by this board, as well as having been recognized by the companies, that the companies should continue to deal with such shop committees for the consideration of wages, overtime rates, hours, and working conditions, at such intervals as conditions may make necessary.

MATTHEW WOLL,
H. O. SMITH,
Section.

Award in re Building Trades' Council, Rochester, N. Y., v. Eastman Kodak Co.

677. January 16, 1919.

MEMORANDUM TO THE BOARD.

This case was originally before the Department of Labor and was transferred to the National War Labor Board under a joint submission.

It will be noted that the complaint is by the Building Trades' Council against the Eastman Kodak Co., and is not a complaint by the employees of the Kodak Co.

The theory upon which this award is based is that the Eastman Kodak Co. must, or at least should, be conversant with the conditions under which outside contractors are working with their men, and therefore that the Kodak Co. in undertaking new construction work should conform their practice to the universal local conditions.

The building trades' contractors of Rochester operate under a contract with the Building Trades' Council whereby it is agreed that their employees shall not work on construction work with nonunion men and provided that in case this rule is violated the Building Trades' Council may call their members off the job.

Your section therefore recommends the following award:

AWARD.

Whereas it appears that the building trades' employers of Rochester, N. Y., make yearly contracts with the Building Trades' Council (employees) in which it is stipulated that members of the Building Trades' Council may refuse to work on construction work with nonunion men; and

Whereas this working agreement is, or should be, fully understood by companies employing outside contractors to do construction work; therefore,

The National War Labor Board rules that the Eastman Kodak Co. should not undertake to have their regular maintenance men work upon any construction jobs which are primarily being operated by outside unionized contractors, coincidently with the employees of said contractors, unless the said maintenance men work the same number of hours per week and receive the same minimum hourly wage as the employees of said outside contractors and are members of the respective unions employed by the outside contractors on such new construction work.

Nothing, however, in this award is to be construed as prohibiting the employment of said maintenance men in any construction entirely carried on by employees of the company; nor from working on repairs or maintenance in the original or old part of a building at the same time that a new extension or alteration of said building may be proceeding under an outside contractor; nor, after outside men are through and have left the job, the employment of their own men in the further finishing or equipment of such building.

This award shall continue in force for the duration of the war.

C. A. CROCKER,
T. M. GUERIN,
Section.

Findings in re Employees v. American Locomotive Co. (Alco Plant), Richmond, Va.

739. January 29, 1919.

Committees.—The principles upon which this board is founded recognize the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board the company shall recognize and deal with such committees after they have been constituted by employees of the company.

Hours and wages.—The board finds that, inasmuch as the company had signed an agreement with its employees at the Seventh Street plant two weeks prior to the filing of the complaint in this case, the company should provide the same hours and wages in the Alco plant as those provided in the said agreement now in effect at the Seventh Street plant of this company.

This finding to take effect as of December 3, 1918, and continue in force and effect concurrently with the aforesaid agreement of the Seventh Street plant.

C. E. MICHAEL,
ADAM WILKINSON,
Section.

Award in re Butterick Publishing Co. v. Franklin Union No. 23, Pressmen's Union No. 51, and Paper Handlers and Sheet Straighteners' Union No. 1, of New York, N. Y.

752, 752a, and 752b. January 15, 1919.

This case comes before the National War Labor Board by joint submission.

The establishment involved in this controversy conducted an open shop. On November 6, 1918, a strike took place involving the employees of the complainant who were members of Franklin Union No. 23 and the Printing Pressmen's Union No. 51. The complainant requested that the National War Labor Board direct the strikers to return to work pending an investigation and adjustment of the differences by the board. At the request of the War Labor Board the men went back to work and agreed with their employers to submit the questions at issue to the board for adjustment. Subsequently the complainant agreed to put into effect the union scale as agreed upon between the unions of the employees and the Printers' League Section of the Association of Employing Printers of New York.

The only question now before the board for adjustment is whether the shop practice relative to pressmen now in effect in this establishment shall be continued or whether the general practice in printing establishments in greater New York that "one pressman shall operate but one two-color press" be put into effect.

1. The record shows that it is the general practice in greater New York for pressmen to confine their labors to one press of this character. It is claimed by the representatives of the unions that this condition was brought about in other establishments

because it was unsafe for a pressman to take care of two presses at one time. On the other hand it is contended by the employers that a pressman can operate two of these presses without any great difficulty and that to confine the labors of a pressman to one press is a great economic loss.

In view of the general practice relative to the pressmen's work on two-color presses, it is the judgment of the undersigned that the business of the complainant is not placed at a disadvantage with establishments of like character by complying with the general rule in this instance. We decide—

That one pressman shall be limited to the care and operation of one two-color press.

2. The right of workers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.

The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the workers in any manner whatsoever.

Employers shall not discharge workers for membership in trades-unions nor for legitimate trade-union activities.

The workers in the exercise of their right to organize shall not use coercive measures of any kind to induce persons to join their organizations nor to induce employers to bargain or deal therewith.

3. This award shall take effect as of November 7, 1918, and shall continue for the duration of the war, except as either party may reopen the case on May 1, 1919, for such adjustment as changed conditions may render necessary.

ADAM WILKINSON,
JOHN F. PERKINS,
Section.

Award in re Teamsters' Local No. 42 v. Coal Dealers, Lynn, Mass.

774. April 11, 1919.

This controversy is between the coal dealers of Lynn, Mass., and their teamsters and other employees engaged in handling coal, as represented by the Teamsters' Protective Union, Local No. 42.

By agreement the workday is 9 hours, being from 7 a. m. to 5 p. m., with one hour out for dinner, except on Saturdays when the workday is from 7 a. m. to 11.30 a. m., except during the months of December, January, February, and March, when the time has been extended to 12 o'clock without overtime pay for the extra half hour.

The issues presented by the employees for decision are:

1. An increase in the scale of wages, as specifically set out.
2. That the prevailing practice whereby the teamsters are required to have their team cleaned and harnessed, ready for work, at 7 a. m., be abandoned, and that hereafter teamsters shall report for duty at 7 a. m. and shall clean and harness their team in the company time.
3. There is also the demand that the workday shall end at 11.30 a. m. on Saturday throughout the year.
4. Whether future contracts between coal dealers and the union shall be for one year, or terminable on 30 days' notice by either party.

It is agreed by the terms of submission that the award shall be retroactive as of October 29, 1918.

Since the hearing it has been agreed between the parties that the award as to the ourth issue shall be as follows:

This award shall be effective for the duration of the war, except that either of the parties may reopen the case before the National War Labor Board at periods of six months' interval, but in no event before July 1, 1919, for such adjustment as changed conditions may render necessary.

As to issues 2 and 3, as the agreement is for a 9-hour day the demand of the employees is just that the day's work shall end at 11.30 on Saturday in December, January, February, and March, and there is no reason why they should work a half an hour per day on Saturday during those four months, except that it is convenient to the employers. As the award is retroactive to October 29 they are entitled to pay at overtime rates for said half hour on Saturdays during the last four months. This amount can be readily calculated.

The same is true as to the time before 7 o'clock which the teamsters have worked without compensation. This time back to October 29 can be ascertained by agreement or by a reference to take evidence, and should be paid for at overtime rates. Demands 2 and 3 are allowed.

As to issue No. 1, the demand for increased pay is denied; but the increased allowance for overtime at rate asked by employees is allowed. The award is to be made as of October 29, and the evidence shows that at that time the wages paid in 94 other Massachusetts cities and towns averaged less than the Lynn coal dealers were paying. And in 107 Massachusetts cities and towns (including the above 94) the wages averaged only 9 cents per week more than the Lynn dealers were paying. The wages paid in the other 5 New England States averaged over $1.50 less per week than those the Lynn dealers were paying.

It also appears that wages for similar work in Lynn are no higher than paid by the coal dealers.

There is evidence that there has not been much change in the cost of living since the increase given by the agreement made in May and June, 1918, and we know that what change is now taking place is rather in the direction of lower prices.

There will be no hardship in this, since, by the agreement of the parties as to the fourth issue, either party may reopen the case before the National War Labor Board on July 1, 1919, and thereafter at periods of six months' interval, for such readjustment as changed conditions may render necessary.

WALTER CLARK, *Umpire.*

INTERPRETATION OF AWARD.

LETTER FROM RESPONDENTS' ATTORNEY.

APRIL 22, 1919.

NATIONAL WAR LABOR BOARD, *Washington, D. C.*
(Attention Mr. W. Jett Lauck, *Secretary.*)

DEAR SIR: I have before me certified copy of the award of the umpire in the above-entitled matter.

The award on the issues as outlined by the umpire are very clear, and the coal dealers are putting into effect the umpire's award on issues 2 and 3.

The award as to overtime, however, is not clear to us.

The umpire awards overtime for the half hour from 11.30 to 12 on Saturdays, and for the time which the teamsters have worked prior to 7 o'clock, from the date of the award back to October 29.

The only paragraph in which the overtime rate is spoken of is as follows:

> As to issue No. 1, the demand for increased pay is denied; but the increased allowance for overtime at rate asked by employees is allowed.

The only overtime asked for by the employees, if the copy of their demands given to me is correct, is overtime after 5 p. m. The rate which they asked for overtime after this hour is $1 an hour.

Inasmuch, however, as the demand for increased pay is denied, it does not seem to us possible that the umpire would award overtime rates at the rate of $1 an hour, which would be vastly higher than any overtime percentage which has ever been granted by the board to our knowledge.

It seemed quite likely to us that the umpire meant to base the overtime rate upon the rate paid, and if the award means time and a half for all overtime as fixed by the terms of the award, it will be clear.

For the purpose of disposing of the case to the satisfaction of all the parties, may we have an interpretation of the award solely on the question of overtime rate, and thus determine whether overtime shall be paid at the rate of time and a half, or some other definite percentage, as the rates of the men differ, as will be seen from the inspection of their demands.

The award of the umpire is carefully drawn, and clear except on this one point, and possibly the uncertainty arises because the umpire assumed that the parties before the War Labor Board would understand that the usual time and a half for overtime would be the method for calculations.

Very truly yours,

HENRY R. MAYO,
Attorney for Coal Dealers, Lynn, Mass.

LETTER FROM UMPIRE.

MAY 22, 1919.

Mr. W. JETT LAUCK, *Secretary, National War Labor Board.*

DEAR SIR: In reply to your letter of the 25th ultimo, inclosing the letter of Mr. Henry R. Mayo, attorney for the Coal Dealers of Lynn, Mass., I had two ideas in my mind in passing upon the four propositions you made.

One, that the evidence of the prevailing rates for labor in the 107 towns did not justify an increase in the scale of wages.

Two, that the parties having agreed upon the 9-hour day, it should be adhered to bona fide in every respect, and therefore the contentions of the teamsters and other employees under sections 2 and 3 should be allowed and the time before 7 a. m. and after 11.30 a. m. on Saturdays, during the four months, and after 5 p. m. on all other week days, should be counted as overtime on the basis of time and one-half for overtime; and, further, that their contentions for overtime after the regular quitting time should, after April 11, 1919, be allowed upon the basis of $1 per hour to discourage a breach of agreement for a 9-hour day, and computation and payment of overtime shall be made accordingly.

Very truly yours,

WALTER CLARK, *Umpire.*

Award in re Port Oram Iron Union No. 267, Rogers, et al., v. Wharton Steel Co., Wharton, N. J.

798. March 14, 1919.

BRIEF OUTLINE OF THE CASE.

The first complaint to the National War Labor Board was a telegram dated October 14, 1918, from Thomas E. Rogers, chairman of committee, Local 267, Wharton, N. J., which was answered and referred to the Department of Labor, with the request that a conciliator be sent to investigate the trouble. On October 19 the Department of Labor sent Commissioner Rodgers to Wharton.

The jurisdiction of this board was invoked by the Department of Labor on November 12, 1918.

While there is no written joint submission of this case to the board, it is in reality one of joint submission. Mr. John J. S. Rodgers, conciliator of the United States Department of Labor, in his report to the department under date of October 23, 1918, among other things, used this language: "Both sides agree to abide by the award of the War Labor Board."

Hearings in this case were had before the examiners at Newark, N. J., on January 21, 1919, at which time representatives of both parties appeared. In answer to a question of the examiner on the matter of submission, Mr. W. H. Brevoort, president of the company, replied: "I only would like to state that I would say now that we will abide by the award of the War Labor Board." (Rec., p. 9.)

When this controversy arose there were some 700 men directly involved. The men, through a committee of two of their number and the union organizer, Mr. Cannon, attempted to submit their demands to the company on October 14, 1918, but the company refused to treat with the committee. The president, however, as testified by one employee, member of the committee (p. 14), did say they would treat with them as employees but not through an intermediary of a union. A copy of the demands was later sent to the office of the company and left there. Nothing resulted from this, and a conciliator from the Department of Labor was sent in, as above stated.

When the demands of the men were made, the company was working upon a 10 to 12 hour basis, paying straight time for overtime. The men were called upon to work on Sundays and all holidays with no extra compensation.

Some time in November, perhaps a month after the controversy arose, the company put into effect the basic 8-hour day, with time and one-half for overtime, but under this schedule the men were required to work on Sundays for straight time until 8 hours had been worked.

On February 1, 1919, which was after the hearing before the examiners, the company put into effect the straight 8-hour day, but at the same hourly rate as the men were receiving on the 12-hour day.

The men are demanding, in brief, an increase in wages, the 8-hour day, time and one-half for overtime, with double time for Sundays and holidays, reinstatement of all discharged men with compensation for time lost, the rule of seniority to prevail in the hiring and laying off of the men and in their promotion, etc.; they allege that a large number of the men have been discharged by this company because of membership in the union. Among those discharged are members of the shop committee, and the men are demanding that all of these men be reinstated and compensated for time lost. The men also allege that the company, while discharging the old employees, is daily hiring new men to take the places of those discharged.

It may be well to point out that substantially the schedule of hours demanded by the men in this case is in operation in the mines in the immediate vicinity of this company's plant, and are being worked under an agreement with this organization.

The men state in their complaint that collective bargaining is absolutely denied them, but made no real proof. The men demand that the award of this board be retroactive to October 15, 1918.

The testimony of employees was mainly directed to the question of discrimination and discharge, except for the testimony of Joseph D. Cannon, the international union representative who covered most of the other features of the case.

The company offered very little testimony, and that was mainly in contradiction to some, but not all, of the allegations of discharge for union activities, except the testimony of the president of the company, Mr. Brevoort, who made positive, but general, statements to the effect that under the policy of the company no one is discharged for affiliation with unions, the company does not discriminate nor even discourage the membership in such organizations, and that they have not blacklisted anyone.

Only very meager data as to wages were filed by the company, and it is to be regretted that the company did not furnish fuller testimony on all points and complete classified lists of crafts and their wages, because that might have aided the section materially in its difficult task.

In arriving at a conclusion and agreement your section has deemed that it would be fair to all the parties if it based its recommendation upon what it understands to be the rates and practices of mines and furnaces owned in the immediate vicinity of Wharton Steel Co.'s plants and a few others somewhat similarly situated. Accordingly, we recommend that the following be the award in this case.

AWARD.

Collective bargaining.—The right of workers to organize into trade-unions and to bargain collectively through their chosen representatives is recognized and affirmed. The workers shall have free choice in the selection of committees, from among their number, to represent them, and the company shall meet with committees of their own employees in the various departments for the purpose of adjusting any grievances that may arise.

Employees in the exercise of their right to organize also must not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

Discrimination.—There shall be no discrimination by the company against employees for membership in the union or for legitimate trade-union activities.

Hours.—The company operates iron mines, quarries, and furnaces.

The basic 8-hour day shall be in effect, except as hereinafter provided.

The furnaces are necessarily operated continuously, 24 hours per day, when operated at all.

At the furnaces, 8 hours in any one 24-hour period, including Sundays, shall constitute a day's work, but it is recommended that when labor is available in sufficient quantities arrangements should be made so that each man may have one day in seven for rest.

The working hours for train crews shall be 9 hours per day. Should their work be completed at any time between the last half-hour point and the full 9 hours working time, the crew shall have the privilege of going home. Should the crew be required to remain 30 minutes or less beyond the end of their ninth working hour to complete the work no extra time shall be granted, but in case more than 30 minutes in excess of 9 hours are required to do the work, overtime shall be granted at the flat hour basis. The superintendent, or his representative, shall be the judge as to when the work for the day is completed. Where it is necessary to operate the railroad for 24 hours daily, the regular 8-hour shifts shall be in operation.

At and in the mine or mines 8 hours shall constitute a day's work; the underground men to be underground 8 hours and 20 minutes, 20 minutes of said time to be the men's lunch time, without pay. *Provided, however,* That by mutual agreement between the men and the management a Saturday half holiday may be arranged for by lengthening the regular working hours on Monday to Friday, inclusive.

Overtime.—All time worked in excess of the regular shifts hereinabove provided in any consecutive 24 hours, except changing of shifts (and work of train crews), shall be regarded as overtime, to be paid for at the rate of time and one-half, work done on Sundays and recognized holidays included, except that work regarded as necessary, such as pumping, firing, and power-house engineering.

Wages.—The rates per hour for workers engaged in, or in connection with, the mining operations of the company shall be the same as the rates per hour established under the agreement dated April 18, 1917, and still in effect, between the Empire Steel & Iron Co., as operators, and the Union of Mine, Mill, and Smelter Workers, as employees.

The rates per hour for the workers engaged in, or in connection with, the furnace operations of the company shall be the same as the rates per hour established under the agreement now in effect between the union above mentioned, as employess.
the Adrian Furnace Co., as operators, for the furnace operations of said operators at Punxatawney and DuBois, Pa., and elsewhere.

The rates to be determined for each class of workers in each of said operations of the company (respondent), in accord with the rates fixed under said agreements, for corresponding classes, by the companies who are parties to the agreements referred to herein: *Provided, however,* That in no case shall this award as to wages be construed to operate so as to reduce the rates per hour now being paid by the Wharton Steel Co. to any of its workers.

Men engaged in the work of sinking shaft or winze shall be allowed 50 cents per day extra and shall be furnished with rubber clothing while so engaged.

Seniority.—In hiring and laying off the men, and in their promotion, the rule of seniority shall prevail, the efficiency of the individual to be considered.

Temporary change of employee.—If a worker be placed temporarily at an operation rated at a less wage than that for which his regular occupation calls, he shall receive the same wage that he was receiving at his regular occupation. If a worker be placed at an occupation paying a higher wage than that which he was receiving at his regular occupation, he shall receive the regular wage which the job he is called upon to do pays.

Depression.—That in case of depression in business, necessitating the curtailing of production, the work to be done shall be distributed among the men working at the plant when such curtailing becomes necessary.

Retroactive.—That the award of this board shall be retroactive as of November 10, 1918. The company is granted until April 15, 1919, to make the back payment of wages provided for and due under this award.

Reinstatement of discharged men and alleged discrimination.—That James Reagan, Thomas E. Rogers, Steve Kish, John Schucky, Thomas Pearce, Alec Foder, Martin Szuke, John Feggo, and John Goodrich shall be reinstated in their employment at the same jobs or work of similar nature to that which each was doing when dismissed, at rates of pay not less than each was then receiving nor less than the rate established for the work upon which he is reemployed, plus any increases which such work may receive under the terms of this award, without loss of seniority, rating, or bonuses, and with pay for all time lost by reason of dismissal, minus amount, if any, of intervening earnings, provided the examiner finds that said men were unjustly dismissed. Such reemployment by the company shall be dependent upon each employee presenting himself to the company within six days after the receipt of this award by the parties to the case.

As to any other men alleged to have been discharged without adequate cause, the examiner appointed by the board under this award shall make careful and impartial investigation; and if in any case or cases he is satisfied that the discharge was without adequate cause, then such man or men shall be the first to be employed, or offered employment, by the company when it requires any additional men for the class of work which said discharged men were doing when last in the company's employ.

CAUTION. All men who may be reinstated or reemployed by the company under this award should, however, remember that they must be diligent and faithful in the performance of their duties, and obey the rules of the company, and that the right of the company to discharge men for just cause is in no sense abridged by this action of the National War Labor Board.

Interpretation of the award.—That for the purpose of securing the proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising between the parties in respect to the award and promptly render his decision, from which an appeal may be taken by either of the parties to the National War Labor Board. Pending such an appeal the decision of the examiner shall be in force, except where the payment of wages is directly or indirectly involved.

Duration of award.— This award shall be effective for the duration of the war, except that either party may reopen the case before the National War Labor Board at periods of six months' interval, but in no event before July 1, 1919, for such adjustment as changed conditions may render necessary.

FRED HEWITT,
JOSEPH W. MARSH,
Section.

Finding in re H. R. Billman et al. v. Williamsport Wire Rope Co., Williamsport, Pa.

818. March 5, 1919.

Right to organize.—The principles upon which this board is founded guarantee the right to employees to organize and to bargain collectively, and there should be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their rights to organize also should not use coercive measures of any

kind to compel persons to join their unions nor to induce employers to bargain or deal with their unions.

Hours.—The evidence discloses that the work performed is monotonous in character and the hours of work are excessive. We hold these long working hours do not promote the health, comfort, and well-being of the workers, and it is our opinion that these excessive hours retard rather than enhance the efficiency of the employees. We recommend that the committees herein provided and the management should immediately consider and arrange for a schedule of hours which will establish a shorter workday which will be conducive to the health and well-being of the employees and promote a greater degree of proficiency of the workers and efficiency in production.

Reinstatement of employees discharged.—The evidence shows that a few days after the organization of a union that the president, the secretary, and the treasurer of the union were discharged. We recommend, therefore, that the representative committees herein provided give consideration to each case of discharge on its merits. If good and sufficient cause other than union membership and union activity can not be shown for the dismissal of these three employees, we recommend their reinstatement without prejudice and without demotion at the earliest opportunity.

Committees.—As the right of the workers to bargain collectively through their chosen representatives is recognized by this board, the company should recognize and deal with such committees of their employees after they have been constituted by their employees.

We recommend that when such committees are elected that the matter of the reinstatement of the discharged employees, the consideration of means to establish a shorter workday, and all other matters in this complaint be taken up between the company and the shop committees in an earnest endeavor to reach agreement on the points at issue at an early date.

MATTHEW WOLL,
JOHN F. PERKINS,
Section.

Award in re Amalgamated Meat Cutters & Butchers' Workmen, Local 534, v. Retail Merchants' Association of East St. Louis, Ill.

829. March 4, 1919.

This case comes to the board as a joint submission on the failure of the parties to come to an agreement as to the terms of a new contract to go into effect on November 1, 1918.

Of the demands of the complainant as filed with the board, all were agreeed to at or previous to the hearing, or were dropped, excepting (*a*) wages and (*b*) hours.

The wage demand is for the following minimum: Meat cutters, $32 per week; grocery clerks and drivers, $27.50 per week; and cashiers and other female help, $15 per week.

The hours demanded are: Nine hours, i. e., 7 a. m. to 5 p. m., on all days except Saturdays and days preceding holidays, when 11 hours, i. e., 7 a. m. to 7 p. m., shall be worked.

AWARD.

We find that closed union-shop conditions existed previous to the war, and under the principles of the board these same conditions shall continue between the several shops and the union as heretofore.

Wages.—The minimum wages shall be as follows: Meat cutters, $25 per week; grocery clerks and drivers, $23 per week; cashiers and other female help, $15 per week.

This award shall not adversely affect the employees receiving wages in excess of the minimum hereby established.

Women doing equal work with men shall receive the same pay.

Hours.—Nine hours shall constitute a day's work for five days in the week, to be worked between the hours of 7 o'clock in the morning and 6 o'clock in the afternoon.

On Saturday, or the day before a holiday, 11 hours shall constitute a day's work, to be worked between the hours of 7 o'clock in the morning and 9 o'clock at night.

The employees shall have 1 hour for dinner six days in the week and 30 minutes for supper on Saturday or the day before a holiday.

This award shall be retroactive as of November 1, 1918 (and employers allowed until May 1, 1919, to make this payment), and shall continue for the duration of the war, except that either party may reopen the case at intervals of six months thereafter for such readjustments as changed conditions may render necessary.

JOHN J. MANNING,
P. F. SULLIVAN,
Section.

Award in re Molders v. Parsons Co., Newton, Iowa.

831. April 9, 1919.

The Parsons Co. operates a steel mill at Newton, Iowa. The grievances of the men were reduced to wages, hours, and recognition of the union. As to the question of hours, it seems that in this particular plant the 8-hour day is impracticable, because it will cut down the number of pourings from four to three, and in view of the fact that the hours of the men have already been shortened and that the wage increase has been larger than in many instances, the following will be the award:

Wages.—That the minimum rate of wages paid to molders employed by this company be 70 cents per hour.

Workday.—That the period of the workday in this plant be nine hours.

Recognition of union.—The principles of the National War Labor Board provide that an employer who has not in the prewar period dealt with or recognized the union be not required to do so. It is, however, a well-recognized principle of the War Labor Board that the principles upon which this board is founded guarantee the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions nor to induce employers to bargain or deal with their unions.

As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees after they have been constituted by employees of the company.

Duration of the award.—This award shall remain in force for the duration of the war, or as long as the company is engaged in war production.

W. R. WILCOX, *Umpire.*

Findings in re Wm. F. Marley and Charles O. Thomas v. Armstrong Cork Co., Docket No. 873; Jno. A. McGinnis and Geo. Swenk v. Bearings Co. of America, Docket No. 874; Parke F. Zittle et al. v. Champion Blower & Forge Co., Docket No. 875; Milton J. Dickover et al. v. Barry & Zecher Co., Docket No. 876; and S. B. Duke et al. v. D. H. Potts Co., Docket No. 877; all of Lancaster, Pa.

873 to 877. April 11, 1919.

After careful review of the facts surrounding this controversy the section makes the following recommendations:

1. That the principles upon which the National War Labor Board is founded give to the employees the right to organize and bargain collectively, and that there should be no discrimination or coercion directed against proper activities of this kind.
2. The employees, in the exercise of their right to organize, should not use coercive measures of any kind to compel persons to join their unions, or to induce the employers to bargain or deal with their unions.
3. As the right of workers to bargain collectively, through committees, is recognized by the National War Labor Board, the companies should recognize such committees, which should be representative of the several departments of the companies, and all differences should be adjusted through committees so constituted and the employers.
4. Excess hours worked over those fixed for the regular day's work should be paid for at time and one-half, except Sundays and holidays, which should be figured at double time.
5. Night shifts should receive 5 per cent higher than day rates for the same occupations.
6. Pay day should be once a week, on company's time, not more than two days' pay to be retained.
7. In case of depression, hours should be reduced before men are laid off.
8. In no case should male employees over 21 years of age (except apprentices, superannuates, and physically disabled men) receive less than 42 cents per hour after six months' service in the plant.
9. If the companies received payment at the rate of time and one-half for overtime worked beyond eight hours per day for work done by them, either directly or indirectly, for the Government or for private parties, they should, in fairness to their employees, compensate said employees on the same basis for the period during which the companies received such overtime payment for their work.

JOSEPH W. MARSH,
FRED HEWITT,
Section.

Finding in re Employees v. Carpenter Steel Co., Reading, Pa.

913. February 12, 1919.

Committees.—The principles upon which this board is founded recognize the right of employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their union, nor to induce employers to bargain or deal with their union.

As the right of workers to bargain collectively through committees is recognized by the board, the company shall recognize and deal with such committees after they have been constituted by the employees.

Hours of labor.—It appearing that the basic 8-hour day has been established in the other steel plants at Reading, the board finds that the same hours should apply in this establishment, with time and one-half for overtime, and double time for Sundays and holidays, except that the overtime should not apply in continuous operations for Sunday work where the employees are given one day off in seven.

Wages.—The product of the establishment involves such varied and complicated operations, and consequent multitudinous schedules, an equitable adjustment of the wages of all employees involved can be accomplished only by conference between the management and the committees above contemplated, who are alone familiar with all the conditions, and the board finds that wages shall be adjusted by conferences between the management and such committees of employees. But in such adjustment of wages a minimum rate of 40 cents per hour should be established for common labor; this, however, not to apply to those who, by reason of old age or physical disability, are unable to perform a normal day's work.

Duration of finding.—This finding to be in effect for the duration of the war, but may be reopened six months from date should changed conditions render necessary.

ADAM WILKINSON,
C. E. MICHAEL,
Section.

Award in re John W. Moore et al. v. The Westfield Manufacturing Co., Westfield, Mass.

968. April 11, 1919.

Be it ordered by the National War Labor Board that the following be the award in this case:

Collective bargaining.—The right of workers to organize into trade-unions and to bargain collectively through their chosen representatives is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them, and the company shall meet with committees of their own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by the employers against employees for membership in the union, or for legitimate trade-union activities.

Wages.—The following shall be the minimum rate of wages: Toolmakers, 72 cents per hour; machinists, 68 cents per hour.

Hours.—The request for an 8-hour day is denied, but the board recommends that the company meet with the committee of employees hereinabove provided for and endeavor to adjust a daily schedule of hours to be worked which shall be mutually satisfactory.

Overtime.—That all time worked in excess of the schedule of hours agreed upon in any one day shall be paid for at the rate of time and one-half, except Sundays and holidays, for which double time shall be paid.

Duration of award.—This award shall be effective for the duration of the war, except that either party may reopen the case before the National War Labor Board at periods of six months' interval, but in no event before August 1, 1919, for such adjustment as changed conditions may render necessary.

Administrator.—Upon application by the parties the secretary of this board may designate an administrator to interpret or apply such terms of this award as the company and committees may be unable to themselves adjust. Should a controversy arise in respect to the interpretation of the award, an appeal may be made to the board, pending the adjudication of which appeal the decision of the administrator shall be enforced, except where the payment of wages is directly or indirectly involved.

Retroactive.—This award shall be retroactive as of November 6, 1918.

The company is granted until May 15, 1919, to make the back payments of wages provided for and due under this award.

GRANVILLE E. FOSS,
FRED HEWITT,
Section.

Award in re Hooven, Owens & Rentschlar Co., Hamilton, Ohio, v. International Association of Machinists, Lodge No. 241.

978. April 10, 1919.

Be it ordered by the National War Labor Board that the following be the award in this case:

Hours.—Eight hours shall constitute a day's work for either the day or night shift, to be worked as follows: Day shift, 6.30 a. m. to 3 p. m., allowing one-half hour for lunch; night shift, 3 p. m. to 11.30 p. m., allowing one-half hour for lunch.

Overtime.—That all time worked in excess of the above schedule of hours, in any one day or night, shall be paid for at the rate of time and one-half, except Sundays and holidays, for which double time shall be paid.

Collective bargaining.—The right of workers to organize into trade-unions and to bargain collectively through their chosen representative is recognized and affirmed. The workers shall have free choice in the selection of committees to represent them, and the company shall meet with committees of their own employees for the purpose of adjusting any grievances that may arise.

Discrimination.—There shall be no discrimination by the employers against employees for membership in the union, or for legitimate trade-union activities.

Wages.—An increase of 5 cents per hour shall be paid to all employees affected by this controversy over the hourly rates prevailing at the time of the submission of this case to this board, but in no case shall any male employee over 21 years of age and with six months' experience in the plant receive less than 42 cents per hour, except apprentices or superannuates.

Duration of award.—This award shall be effective for the duration of the war, except that either party may reopen the case before the National War Labor Board at periods of six months' interval, but in no event before August 1, 1919, for such adjustment as changed conditions may render necessary.

Administrator.—Upon application by the parties, the secretary of this board may designate an administrator to interpret or apply such terms of this award as the company and committees may be unable to themselves adjust. Should a controversy arise in respect to the interpretation of the award an appeal may be made to the board, pending the adjudication of which appeal the decision of the administrator shall be enforced, except where the payment of wages is directly or indirectly involved.

Retroactive.—This award shall be retroactive as of March 31, 1919.

The company is granted until May 15, 1919, to make the back payments of wages provided for and due under this award.

FRED HEWITT,
GRANVILLE E. FOSS,
Section.

Finding in re Hubert Mull et al v. Tennessee Copper Co.

1028. April 10, 1919.

Organization.—The principles upon which this board is founded recognize the right to employees to organize and bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize also shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions.

As the right of the workers to bargain collectively through their chosen representatives is recognized by this board, the company shall recognize and deal with such committees after they have been elected by the employees.

Hours.—The 8-hour day, having been established by this company, should continue, with time and one-half for overtime for all work in excess of 8 hours and double time for Sunday, except in continuous operation where the employees have one day off in seven.

Wages.—The question of wages should be taken up for adjustment in conference between the committees above provided and the management, with a view of working out an arrangement whereby minimum rates can be established and a system adopted for readjustment in accordance with the market prices of the product. We further recommend that the proposed reduction of wages as of April 1 be abandoned.

Joint safety committee.—From the evidence submitted, it appears there is great necessity for improvement in the sanitary and safety conditions existing, and we recommend the establishment of a permanent joint safety committee to consider these conditions.

General.—In the matter of pay days, it appears these are fixed by State law and no change is recommended by this board.

In the matter of furnishing rubber boots, the company consents to do this where necessary, and no further recommendation of this board seems necessary.

C. E. MICHAEL,
ADAM WILKINSON,
Section.

Findings and Award in re Employees Members of Division 689, Amalgamated Association of Street & Electric Railway Employees of America, v. Washington Railway & Electric Co., Washington, D. C.

1049. March 25, 1919.

The undersigned were selected as a section of the National War Labor Board to hear this controversy and do hereby report to the board the following findings and award:

The case came up by joint submission, following the resolution of the board of directors of the company agreeing to submit to the War Labor Board all matters in dispute with its motormen and conductors, and this action by the company was concurred in by the employees, members of Division 689.

The employees submitted 22 different matters as issues which they wished the board to determine, a copy of these 22 matters being served upon the company, to which the company made response. The answer of the company to some of these points was taken as satisfactory by the employees, and during the progress of the hearing the company and the complainants reached an agreement on still further points. We are asked by the employees to embody in our award the agreement thus reached by the company and the men, and we accordingly do include in this award the following findings as being points on which the company and the men have reached an agreement:

1. Properly accredited officers of the company shall meet and treat with properly accredited committees representing the employees on all questions and grievances that may arise. [The company expressed its complete willingness so to meet with the committees of the employees representing the complainants.]

2. There shall be no discrimination shown by the company against any employee because of his membership in any labor organization. [The company stated that it showed no discrimination against any employee because of union affiliations and the complainants made out no charge against the company in this respect.]

3. Any motorman or conductor elected to or appointed to any committee for the purpose of treating with the company, so that his absence from the service of the company is required, shall be granted leave of absence upon request to attend to the duties of said office, and upon the expiration of his tenure of office shall be returned to his proper place in the service, maintaining his full seniority rights from the date of his originally entering into the service of the company, provided that in cases of unusual traffic demands leave shall not be requested or granted to more than three men at a time.

4. If when an employee is suspended or discharged it is found, either through agreement by the company and the committee or by arbitration, that he was suspended or discharged without sufficient cause, he shall be reinstated in his former position and paid for the time lost at his regular rate during such suspension or discharge; but if in the case of such discharge it is found that a suspension would have been proper, the time for a reasonable suspension shall be deducted from the payment for such lost time.

5. All schedules are to be made with the aim of furnishing the best possible working conditions for the employees, consistent with economical operation and compliance with traffic demands. As many runs as possible are to be straight, and the outside time of runs reduced as much as possible. It is agreed that all schedules as above specified shall be posted for selection of runs at least five days before going into effect, so as to give all men an opportunity to select their runs. Motormen and conductors shall select their runs in accordance with their seniority in the service of the company. The longest in continuous service are to have the first choice of runs, and so on down the list until all runs are filled.

6. No regular assigned run shall pay less than 8 hours' time. No trip or movement of any car shall pay less than 50 cents.

7. The company shall pay straight time for all swings of one hour or less than one hour, and all layovers at other than home barns shall pay straight time.

8. If a motorman or conductor has reported for and begun his regular run he shall be paid full time for that run, even if it is not completed, unless the failure to com-

plete the run be through his own fault. No regular man shall be ordered or called upon to perform extra duty at any time when an extra man is available.

9. Motormen and conductors holding runs that do not appear on Sunday or holiday schedules shall not be required to report on Sunday or holidays, except on occasions of excursions, pleasure and park travel, baseball games, inaugurations, conventions, and like occasions; and when such crews are required to report they shall be paid from the time they report until the time they are relieved at their regular rate of wages.

10. All extra men shall be paid half time from the time they report until put to work or relieved, provided no report shall pay less than one hour.

11. Wages of motormen and conductors shall be as follows:

For the first 3 months of service, 43 cents per hour.
For the next 9 months of service, 46 cents per hour.
Thereafter, 48 cents per hour.

12. Motormen and conductors shall have the privilege of placing in each car barn a bulletin board, and shall have the right to post notices on the same with proper limitation as a guard against abuse or misuse. Collectors representing employees shall be allowed to collect payments on the company's premises, except upon the cars of the company or from employees while on active duty.

13. Conductors and motormen shall be paid full time lost by them when they are required to go to the general office to make statements, to attend court or inquest, or to hunt up additional evidence in connection with accidents for which they are shown to be in no way responsible.

14. Under the existing rules of the company motormen assigned to snow-sweeper duty are paid 60 cents per hour while actually employed and full time while waiting, and conductors are paid 55 cents per hour while actually employed and full time while waiting, and both are furnished with meals when necessary. This rate of compensation is believed to be fair and no change shall be made therein.

On the following points the company and the men were not able to reach an agreement, and the issue on each of them was presented to this board for its determination, and on these points the board makes the following findings and award:

15. *Individual contracts.*—The practice of the company in times past to take restrictive personal contracts such as were introduced in evidence, if continued, would be contrary to the principles of the National War Labor Board. However, the counsel for the company states that this practice has been abandoned, except that such contracts are tendered to new employees. This practice likewise should be discontinued, as it is not consistent with the principles of the board.

16. *Requests not granted.*—With regard to the requests for (*a*) additional pay for operating hand-brake cars, (*b*) time and one-half for intervening time, (*c*) 20 minutes for meal relief, (*d*) 10 minutes for turning in car and receipts, and (*e*) free passes, these requests are not granted, and no change is required in the present practice in regard to these specific matters.

17. *Time between regular runs.*—Where the rest period between the time of terminating a day's work for any man who has a regular run and the time for reporting for another day's work is less than 10 hours, an addition of pay shall be allowed for the period of time below 10 hours, as follows:

For the first hour below 10 hours, 15 minutes.
For the second hour, 30 minutes.
For the third hour, 45 minutes.
For the fourth and each succeeding hour, 1 hour.

These allowances are to be applied to successive periods of one hour each. Less than one-half of such periods is to be neglected and more than one-half of each period to count as allowed time for the full allowed period.

18. *Interpretation of award.*—For the purpose of securing a proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising in respect to the award between the parties and promptly render his decision, from which an appeal may be taken by either party to the board. Pending a final adjudication upon the appeal the decision of the examiner shall be binding, except as provided in the rules of the board.

19. *Date effective.*—The award is to take effect as of this date and shall continue until the end of the war as announced by Executive proclamation, except that either party may reopen the case before the board at periods of six months' interval, beginning October 1, 1919, for such adjustments as changed conditions may render necessary.

WM. H. TAFT,
BASIL M. MANLY,
Joint Chairmen and Section.

Award in re Employees v. Louisville Gas & Electric Co., Louisville, Ky.

1050. April 11, 1919.

This is a joint submission made by certain employees of this company involving the question of whether these employees shall be allowed time for going back and forth to the job, which consists of the construction of a transmission line from Louisville, Ky., to Camp Knox, a distance of 30 miles.

We have considered the evidence introduced at the hearing and we make our findings and awards as follows:

Award.—The company shall pay to these employees actual time in going from their homes to the job where they are employed and actual time returning from the job to their homes.

Effective date.—This award shall be retroactive as of January 15, 1919, and shall continue for the duration of the war until peace is announced by Executive proclamation. The award, however, may be reopened at six months' intervals, beginning October 1, 1919, by request of either side, for any readjustments made necessary by changed conditions.

Interpretation.—The secretary of the War Labor Board shall appoint an examiner, who shall interpret any question arising under this award or any differences relating thereto between the parties. Either side may appeal from this interpretation to the board. Pending such appeal the interpretation shall be in effect and binding, except so far as our rules may otherwise provide.

BASIL M. MANLY, *Joint Chairman.*
F. N. JUDSON, *Vice Chairman.*

Award in re Silk Manufacturers' Conference Committee (Representing Silk Manufacturers as per Section 3 of Award) v. United Textile Workers of America.

1123. April 10, 1919.

This case comes before the National War Labor Board as a joint submission. Under the terms of the submission the only point presented to the board for determination is the length of the working week. Hearing before examiners was held in Washington, D. C., on March 19, 1919, and oral argument was heard by the full board on April 8, 1919. The case was referred to a section composed of Messrs. Foss and Manning for preliminary consideration. The section being unable to agree, the case came before the full board in executive meeting on April 9. After discussion, Joint Chairman Taft offered a resolution that the work week be fixed at 48 hours. Mr. Taft's resolution was adopted.

AWARD.

1. The work week shall consist of 48 hours.
2. This award is to take effect as of the date of the award and shall continue for the duration of the war, except that either party may reopen the case at intervals of six months for such adjustment as changed conditions may render necessary.
3. This decision applies to and is binding only on the signatories to the joint submission, and the following is the list of silk manufacturers submitted to the board by counsel for the Silk Manufacturers' Conference Committee as the signatories to the joint submission.[16]
4. For the purpose of securing the proper interpretation of this award the secretary of the National War Labor Board shall appoint an examiner, who shall hear any differences arising between the parties in respect to the award and promptly render a decision, from which an appeal may be taken by either party to the section making this award.

BASIL M. MANLY,
FREDERICK N. JUDSON,
Joint Chairmen.

[16] This list containing names of 534 silk manufacturers located in Paterson, N. J., and 24 located elsewhere has been omitted here.